

Current Media, LLC

Terms of Service and End User License Agreement

Last Updated: June 21, 2018

Welcome, and thank you for your interest in Current Media, LLC.

These Terms of Service (the “**Terms**”) constitute a binding contract between you, an individual user (“**you**”) and Current Media LLC (“**Current**,” “**we**,” “**us**” or “**our**”) governing your use of the Service (as defined below). **BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MUST NOT ACCESS OR USE THE SERVICE.**

Material Terms: As provided in greater detail in these Terms (and without limiting the express language of these Terms), you acknowledge the following:

- the Service is licensed, not sold to you, and you may use the Service only as set forth in these Terms;
- the use of the Service may be subject to separate third party terms of service and fees, including, without limitation, your mobile network operator’s (the “**Carrier**”) terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- you consent to the collection, use, and disclosure of your information in accordance with the Current Privacy Policy located at <https://current.us/terms> (“**Privacy Policy**”);
- the Service is provided “AS IS” without warranties of any kind and Current’s liability to you is limited;
- we will resolve disputes arising under these Terms through binding arbitration. **By accepting these Terms, as provided in greater detail in Section 17 of these Terms, you and Current are each waiving the right to a trial by jury or to participate in a class action;** and
- if you are using the App (as defined below) on an iOS-based device, then you agree to and acknowledge the “Notice Regarding Apple,” below

1. **General Terms and Conditions**_

a. **Service Description.** The “**Service**” consists of Current’s website located at <https://current.us> (the “**Website**”), Current’s mobile applications (each an “**App**” and, collectively, the “**Apps**”), and all other online properties provided by Current or any of its affiliates, as each may be updated, relocated, or otherwise modified from time to time, including through networks, embeddable widgets, downloadable software, and mobile device applications, and all intellectual property contained therein. The Service presently enables or in the future may enable Users (as defined in Section 2.a) to access audio only, audio visual and literary content, including when any of the foregoing are made available through Third Party Services (as defined in Section 16) (collectively, “**Content**”) via streaming for real-time consumption and via conditional download for offline consumption. The Service may include a functionality that permits Users to obtain Rewards (as defined in Section 6.c) solely for redemption on the Service via the use of Current Credits (as defined in Section 6.a) for the time, attention, and data arising from, during and between User’s consumption of Content (e.g., the viewing of or listening to Content). The Service may also permit Users to record, save, and share certain Content, including by linking the User’s Account (as defined in Section 2.a) to accounts on third-party platforms, such as, by way of example and not limitation, Spotify, Apple Music and YouTube. To the extent a functionality described herein is not presently provided by Current, any Terms specifically governing such functionality will not apply until such functionality is made available to you. Nothing in this Service

Description guarantees that any functionalities described herein will be made available by Current at any time and Current reserves the right to not implement or terminate any implementation of any functionality at any time without notice and without any liability to you. But we aim to offer you some great functionalities so please visit the Service often to see what new and exciting things we provide.

b. Changes to these Terms. You understand and agree that Current may change these Terms at any time without prior notice. Current will endeavor to provide you with prior notice when there are any material changes, and may require that you subsequently take an affirmative action acknowledging agreement to the revised Terms before continuing to access the Service. You may read a current, effective copy of these Terms at any time at <https://current.us/terms>. The revised Terms will become effective at the time of posting on the Service, and your use of the Service after such time will constitute your acceptance of the revised Terms. If any change to these Terms is not acceptable to you, then your sole remedy is to stop using the Service and terminating your Account (as defined in Section 2.a). Notwithstanding the preceding sentences of this Section 1.b, no revisions to these Terms will apply to any dispute between you and Current that arose prior to the effective date of those revisions.

c. Additional Terms. We may require you to agree to additional terms and/or policies that we make available to you from time-to-time in connection with your use of the Service, including, without limitation, any such terms that apply to contests that we run on the Service ("Additional Terms"). Any such Additional Terms are hereby incorporated into and subject to these Terms, and, absent express language to the contrary, these Terms will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency.

d. Consideration. Current may provide you with access to the Service for free or for a fee. In return for enjoying free access to all or any portions of the Service, you acknowledge and agree that Current may generate revenues, increase goodwill or otherwise increase the value of Current from your use of the Service, including through the collection of data and by displaying or performing advertising of any form, and you will have no right to share in any such revenues, goodwill or value whatsoever. Current in its sole discretion may charge fees or require the exchange of Current Credits to access certain features on the Service. Current will provide you with advance notice of any such changes or the exchange of Current Credits before they take effect.

e. Privacy Policy. Your use of the Service is subject to Current's Privacy Policy, which is incorporated into these Terms by reference. By accepting these Terms, you acknowledge and consent to the terms of Current's Privacy Policy.

f. Jurisdictional Issues. The Service is controlled and operated by Current from its offices in the State of Illinois. Current makes no representation that materials on the Service are appropriate, lawful or available for use in any locations other than the United States of America. Those who choose to access or use the Service from locations outside the United States of America do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

g. Messages. You may be able to send messages to others through certain functionality on the Service, including inviting your friends to use the Service by sending them a text message through your mobile device. If you choose to invite your friends, we may ask you to provide us with access to certain contact information in your mobile device's address book. You represent and warrant that: (i) you will only send messages to others who have given you their express consent to receive messages; (ii) you, and only you, are responsible for sending messages and Current merely acts as a technology platform; and (iii) you will indemnify and hold Current harmless from any and all claims arising out of your messages. You are responsible for all fees and charges associated with your messages. If a recipient of messages you send requests that we prevent you from sending additional messages to them through the Service,

then we will abide by such recipient's request and block you (and other users of the Service) from sending messages to such persons.

h. Eligibility. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY CURRENT. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. Furthermore, by using the Service, you affirm that either you are at least 18 years of age or have been authorized to use the Service by your parent or legal guardian who is at least 18 years of age and entered into this Agreement on your behalf. If you are using the Service on behalf of an individual, company, entity, or organization (each, an "**Organization**"), then you represent and warrant that (i) you are an authorized representative of such Organization with the authority to bind such Organization to these Terms; (ii) you agree to be bound by these Terms on behalf of such Organization; and (iii) your Organization meets the eligibility requirements for the Service, as set forth in these Terms.

2. Registration, Accounts, Passwords and Security

a. Accounts: Current Members. You may access some parts of the Service without affirmatively registering, in which case an interim membership will be automatically created for you if you open one of our Apps, but in order to access all the features of the Service, you must affirmatively register for an account on the Service (an "**Account**"). When you create an Account, you must complete the registration process by providing Current with current, complete, and accurate information, as prompted by the applicable registration form. Any person who accesses and/or uses the Service, whether on his or her own behalf or on behalf of any third party, will be referred to herein as a "**User**," and Users who have registered Accounts are referred to as "**Current Members**."

b. Accuracy of Information. You acknowledge that in the event you provide any information to Current that is untrue, inaccurate, out of date, or incomplete, Current may terminate these Terms and your continued access to and use of the Service at any time and without any liability to you. This includes by having a lapsed email address on file with Current. If we attempt to communicate with you via email and the message is rejected as undeliverable, then we may suspend or terminate your account in our sole discretion and without any liability to you. So please be sure to keep your information current.

c. Credentials. As part of the registration process, you will be asked to select a username and password. We reserve the right, in our sole discretion, to disallow, cancel, remove, or reassign usernames or to suspend or terminate your Account, without liability to you or any third party, and with or without prior notice to you including, without limitation, if activities occur on your Account that we believe would or might constitute a violation of these Terms, cause damage to or impair the Service, infringe or violate any third party rights, damage or bring into disrepute the reputation of Current, or violate any applicable laws or regulations. You are entirely responsible for maintaining the security and confidentiality of your Account and password. You agree to notify Current immediately of any unauthorized use of your Account or any other breach of security. To notify us, contact us at legal@current.us. You are responsible for all use of the Service occurring under your Account. You are responsible for keeping your password confidential and for notifying us if your password has been hacked or stolen. Current will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. You may be held liable for any losses incurred by Current or another party due to someone else using your Account or password.

3. Intellectual Property and Licenses

a. Proprietary Information. You acknowledge and agree that: (i) the Service, and, without limitation, any Content, modifications, enhancements, and updates, and any originals and copies thereof, in whole or in part, and all intellectual property rights therein (collectively, "**Proprietary Materials**"), are owned by Current and its licensors, or by Third Party Services (as defined in Section 16) whose content is accessible from or through the Service, as applicable; (ii)

the Proprietary Materials contain valuable copyrighted and proprietary material of Current and its licensors, or the third party owners thereof; (iii) the Proprietary Materials and the Service are licensed, rather than sold, to you pursuant to these Terms; and (iv) you have no rights in the Proprietary Materials, other than the rights and licenses specifically granted to you pursuant to these Terms or by the terms of use of any Third Party Services.

b. **Trademarks.** You acknowledge that Current has acquired, and is the owner of, the Current trademarks, service marks, design marks, or other indicia of origin ("**Marks**") displayed on the Service. You will not, at any time or for any reason, challenge the validity of, or Current's ownership of, the Marks, and you waive any rights you may have at any time to do so. All goodwill generated from the use of the foregoing Marks by you will inure exclusively to the benefit of Current. All trademarks, service marks, design marks, or other indicia of origin shown on the Service but not owned by Current are the property of their respective owners ("**Third Party Marks**"). Except as otherwise permitted by law, you may not use the Marks or the Third Party Marks to disparage Current or the applicable owner of such Third Party Marks, Current's or a third party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Marks or Third Party Marks.

c. **License.** Subject to your complete and ongoing compliance with these Terms, Current hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use the Service, solely for your non-commercial use and strictly in the manner set forth in these Terms. Unless otherwise specified in writing, the Service is solely for your personal use and not for resale. Current reserves the right at all times and without notice to: (i) restrict and/or terminate your access to the Service (or any portion thereof); and (ii) modify or discontinue providing the Service (or any portion or features thereof). You acknowledge and agree that Current will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. If you are dissatisfied with any changes to the Service, then your sole option is to discontinue or terminate your use of the Service as described herein.

d. **Restrictions.** Current hereby reserves all rights not expressly granted to you in this Section 3. Accordingly, nothing in these Terms or on the Service will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Service or any Proprietary Materials, Marks or Third Party Marks. You may not: (i) sell, transfer, assign, license, sublicense, or modify the Proprietary Materials, Marks, or Third Party Marks; (ii) reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Proprietary Materials, Marks, or Third Party Marks in any way for any public or commercial purpose without Current's prior written consent, which may be withheld for any or no reason; (iii) share recorded Content; (iv) record Content broadcast by Current; or (v) save Content unless you have an account with the Third Party Service that transmits such Content and where saving such Content does not breach the terms of use of such Third Party Service. The Use or Posting (each as defined in Section 8.a below) of any of the Proprietary Materials on any other website or in a networked computer environment for any purpose is expressly prohibited. The functionalities of the Service may now or in the future permit you to record or reproduce certain Proprietary Materials made available through the Service but you are solely responsible for securing all rights to and paying any royalties due for any reproductions or Uses you make of any recorded or reproduced Proprietary Materials. If you violate any part of these Terms, then your right to access and/or use the Proprietary Materials and Service will automatically terminate and you must immediately destroy any copies you have made of the Proprietary Materials.

4. **Your Responsibilities.**

You may use the Service solely for lawful purposes and solely as intended through the provided functionality of the Service. You may not use the Service in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service, Current Member Accounts, or computer systems or networks, through hacking, password mining, or any other means. Without

limiting any of the foregoing, you expressly agree that you will not (and you agree not to allow or assist any third party to):

- a. use, copy, install, transfer, or distribute the Service, except as specifically permitted by these Terms;
- b. modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Service or its content;
- c. remove or alter any copyright, trademark, or other proprietary rights notices contained in or on the Service or in or on any content (including Content) or other material obtained through the Service or the use of the Service;
- d. create Current Member Accounts by automated means or under false or fraudulent pretenses;
- e. use any robot, spider, screen or database scraper, site search or retrieval application, or other automated device, process, or means to access, retrieve, or index any portion of the Service or any Content available through the Service;
- f. use any automated means to engage with the Service in an attempt to artificially increase your consumption of Content on the Service or to obtain Current Credits;
- g. probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- h. reformat, mirror, or frame any portion of the web pages or web services that are part of the Service;
- i. express or imply that any statements you make are endorsed by us, without our prior written consent in each instance;
- j. transmit (i) any content or information that is abusive, defamatory, libelous, fraudulent, obscene, threatening, unlawful, or otherwise objectionable (“**Objectionable Content**”), or infringes on our or any third party’s intellectual property or other rights; (ii) any material, non-public information about individuals or companies without the authorization to do so; (iii) any trade secret of any third party; and/or (iv) any advertisements, chain letters, investment opportunities, pyramid schemes, solicitations, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming or flooding;
- k. transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component; use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- l. harvest or collect information about other Users without their prior written consent;
- m. undertake, cause, permit, or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Service, including content, or attempt to do any of the foregoing, except and solely to the extent permitted by these Terms, the Service’s authorized features, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by Current;

- n. access, tamper with, or use non-public areas of the Service, Current's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Current's providers;
- o. harass, abuse, harm, or advocate or incite harassment, abuse, or harm of another person or group, including Current employees and other Users, through Objectionable Content or otherwise;
- p. create a new Account with Current, without Current's express written consent, if Current previously disabled an Account of yours;
- q. solicit, or attempt to solicit, personal information from other Users, except as permitted through the Service's functionality;
- r. restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about Users;
- s. gain unauthorized access to the Service, to other Users' Accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;
- t. use the Service for any commercial purpose, except with Current's prior express written consent;
- u. violate any applicable federal, state, or local laws, applicable regulations or these Terms;
- v. use the Service for any illegal, inappropriate, and/or unauthorized conduct, including without limitation, using the Service to contact other Current Users for sexual or other inappropriate purposes, or using the Service in violation of Current's or any third party's intellectual property or other proprietary or legal rights;
- w. use or access the Service to build a competing service; or
- x. assist, encourage, or permit any person in engaging in any of the activities described above.

We may take any legal action and implement any technical remedies to prevent the violation of these provisions and to enforce these Terms. We may disclose violations of these Terms to governmental authorities in our sole discretion in order to enforce our rights, the rights of third parties, or to prevent injury or harm to any person.

5. **Subscriptions, Payment Terms, and Order Processing**

a. **Subscriptions.** We may provide you with the ability to purchase a subscription to access and use certain features of the Service for the period selected during the order process ("**Subscription**"). Subscriptions may be offered on a monthly or annual basis as further described below. The Account holder of the Subscription is the person who originally purchased or signed up for the Subscription ("**Subscription Holder**"). The Subscription Holder is responsible for all activity associated with the Account tied to the Subscription.

b. **Billing Authorization.** IF CURRENT OFFERS A PAID SUBSCRIPTION OPTION, THEN YOU AUTHORIZE CURRENT, APPLE OR GOOGLE (OR ANY OF THEIR SERVICE PROVIDERS), AS APPLICABLE DEPENDING ON THE PLATFORM ON WHICH YOU ARE USING THE SERVICE (E.G., IF YOU ARE SUBSCRIBE THROUGH OUR iOS APP, YOU AUTHORIZE APPLE; IF YOU SUBSCRIBE THROUGH AN ANDROID APP, YOU AUTHORIZE

GOOGLE, AND IF YOU SUBSCRIBE THROUGH OUR WEBSITE, YOU AUTHORIZE CURRENT) TO CHARGE YOUR DESIGNATED PAYMENT METHOD ON ACCOUNT WITH SUCH PARTY THE APPLICABLE MONTHLY RECURRING SUBSCRIPTION FEES (“**SUBSCRIPTION FEE**”), AND ANY APPLICABLE SALES, TELECOMMUNICATION, EXCISE, VALUED-ADDED OR SIMILAR TAXES (“**TAXES**”). THE SUBSCRIPTION FEE IS EXCLUSIVE OF ANY SUCH TAXES. THE SUBSCRIPTION FEE IS PAYABLE IN U.S. DOLLARS. SUBSCRIPTION CHARGES WILL BE DISPLAYED TO YOU AT THE TIME OF PURCHASE. IF YOU SUBSCRIBE THROUGH A PARTY OTHER THAN CURRENT (E.G., APPLE OR GOOGLE), THEN YOUR INFORMATION WILL BE HANDLED IN ACCORDANCE WITH SUCH PARTY’S RESPECTIVE TERMS OF USE AND PRIVACY POLICIES AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOUR ACCEPTANCE OF SUCH PARTY’S TERMS OF USE AND PRIVACY POLICIES. NOTHING HEREIN OBLIGATES CURRENT TO OFFER A SUBSCRIPTION OPTION THROUGH THE WEBSITE OR ANY APP.

c. Subscription Fee Changes. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE RESERVE THE RIGHT TO CHANGE OUR SUBSCRIPTION FEES, IF ANY, AT ANY TIME IN OUR SOLE DISCRETION. IF WE CHANGE OUR SUBSCRIPTION FEES, THEN WE WILL PROVIDE YOU NOTICE OF THE PROPOSED CHANGE AT LEAST 30 DAYS BEFORE THE CHANGE IS TO TAKE EFFECT. SUBSCRIPTION FEE CHANGES WILL TAKE EFFECT AT THE START OF THE NEXT RENEWAL OF YOUR SUBSCRIPTION FOLLOWING THE DATE OF THE PRICE CHANGE. YOU ACCEPT THE NEW PRICE BY CONTINUING TO USE THE SERVICE AFTER THE PRICE CHANGE TAKES EFFECT. IF YOU DO NOT ACCEPT THE PRICE CHANGE, THEN YOU MAY UNSUBSCRIBE FROM THE SERVICE PRIOR TO THE PRICE CHANGE GOING INTO EFFECT.

d. Monthly Subscription. If we offer and you purchase a “**Monthly Subscription**,” then you will be provided with access to the Service for rolling 30-day periods. Monthly Subscription fees will be charged at the time of purchase and every 30 days thereafter unless we notify you in advance of any change to such billing frequency.

e. Unsuccessful Payments. If your payment does not process successfully, then the Subscription will be suspended until payment is made. We will promptly notify you using the email account you provided to us if there is an unsuccessful payment and you must thereafter complete a successful payment transaction to obtain access to your Account. Any suspension or termination of your Subscription will not be reimbursed or credited.

f. Promotion and Discounts. We may offer promotions or discounts related to Subscriptions. Please read the details of those offers carefully. All promotions or discounts that require a payment are non-refundable and any free offerings are limited in duration for the period specified. We reserve the right to limit your ability to participate in only one promotion or discount offering in our sole discretion.

g. Billing Inquiries and Refunds. If you believe you have been billed in error for a Subscription or any portion thereof, then please notify us within 60 days of the billing date by contacting Current support at (773) 888-3390 or by sending an email to billing@current.us. Current will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.

h. Automatic Renewal of Subscriptions. TO THE FULLEST EXTENT PERMITTED BY LAW, BY PURCHASING A SUBSCRIPTION TO THE SERVICE YOU AGREE THAT YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD AT THE THEN-CURRENT SUBSCRIPTION FEE, UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION AS PROVIDED FOR BELOW. IF WE CANCEL THE SUBSCRIPTION PLAN TO WHICH YOU SUBSCRIBE, WE WILL NOTIFY YOU IN ADVANCE OF SUCH PLAN TERMINATION. IF YOU DO NOT TERMINATE YOUR SUBSCRIPTION PRIOR TO OUR TERMINATING A SUBSCRIPTION PLAN, THEN WE WILL RENEW YOUR SUBSCRIPTION AT THE SUCCESSOR SUBSCRIPTION PLAN PRICE. YOU ARE REQUIRED TO KEEP YOUR

PAYMENT METHOD CURRENT IN ORDER TO ENSURE UNINTERRUPTED ACCESS TO THE SERVICE.

i. Cancellation.

i. IF YOU ARE A SUBSCRIPTION HOLDER, THEN YOU MAY CANCEL YOUR SUBSCRIPTION BY CHANGING YOUR SUBSCRIPTION SETTINGS IN THE APP, THROUGH YOUR APPLE (OR ANDROID, IF AVAILABLE) DEVICE SETTINGS, OR BY PROVIDING WRITTEN NOTICE TO BILLING@CURRENT.US. IF YOU CHANGE YOUR SUBSCRIPTION SETTINGS TO CANCEL A SUBSCRIPTION, THEN YOU WILL BE CHARGED ONE ADDITIONAL MONTHLY SUBSCRIPTION FEE, WITH THE SUBSCRIPTION TERMINATING THIRTY (30) DAYS AFTER THE FINAL PAYMENT DATE. SUBSCRIPTION HOLDERS WHO WISH TO CANCEL THEIR SUBSCRIPTION SHOULD CHANGE THEIR SUBSCRIPTION SETTINGS OR NOTIFY CURRENT BEFORE THE BILLING DATE THAT CORRESPONDS TO THEIR FINAL MONTH OF MEMBERSHIP TO AVOID UNWANTED PAYMENTS. SUBSCRIPTION PAYMENTS WILL NOT BE PRORATED BASED ON THE DATE OF CANCELLATION. SUBSCRIPTION PAYMENTS ARE NON-REFUNDABLE.

ii. YOU AGREE THAT IF YOU CANCEL YOUR SUBSCRIPTION BEFORE THE END OF THE SUBSCRIPTION PERIOD, THEN YOU WILL BE CHARGED THE REMAINING BALANCE ON THE SUBSCRIPTION PERIOD. IF YOU ARE CANCELING ON BEHALF OF A SUBSCRIPTION HOLDER WHO IS DECEASED, THEN YOU MAY CANCEL THE SUBSCRIPTION WITHOUT EARLY TERMINATION FEES UPON PROVIDING APPROPRIATE DOCUMENTATION.

j. Cooling-off Period. If you reside in the European Union (or any other jurisdiction that requires a cooling-off period following the purchase of a Subscription to the Service) and register for a Subscription, then you may cancel your Subscription for any reason or no reason and receive a full refund of your Subscription Fee within 14 days of your payment method being charged ("**Cooling-off Period**") unless you have previously accessed your Subscription (e.g., you access Content through the Service via streaming or for off-line consumption). If you have accessed the Service following the date of charge of your payment method pursuant to your Subscription at any time during the Cooling-off Period, however, then we will not refund any Subscription Fees already paid to us.

6. **Current Credits**

a. Introduction; Not Currency. In order to reward Users for certain activities on the Service and to enable Users to obtain certain premium Services, Current, in its sole discretion, may offer Users the ability to purchase a license to our in-app virtual currency ("**Current Credits**") that may be used to acquire virtual goods and services solely within the Service. However, while we may use terms like "buy," "purchase," or "sell" in reference to Current Credits, such terminology is merely for convenience and does not mean that Current Credits has any particular value. When you earn or purchase Current Credits, you obtain a license to Current Credits, which operate as virtual currency solely within the Service, and Current Credits do not (i) have an equivalent value in fiat currency; (ii) act as a substitute for fiat currency; or (iii) earn interest. Current only transmits Current Credits as required to provide the Service as described in this Agreement, which does not include money transmission services.

b. Obtaining Current Credits. Current may also allow you to obtain Current Credits: (i) when you consume advertisements in video, image, or audio form that appears before, during or after Content transmitted to you; (ii) when you provide data to Current in the form of saves, votes, skips, or optional information such as your age, country or city, tastes and preferences, and answers to other survey questions; (iii) by referring others to the Service; (iv) by purchasing Current Credits from Current; (v) by purchasing certain memberships from Current that include a specified amount of Current Credits; (vi) by creating User Content (as defined in Section 8.a) for the Service; and (vii) through such other methods as Current may offer from time to time. If

Current offers you the opportunity to acquire Current Credits, and you accept such offer, Current hereby grants you a non-exclusive, revocable, limited, non-transferable (except as expressly provided herein) right and license to use such Current Credits only in connection with the Service as permitted by us, subject to these Terms and your compliance with these Terms. Current will credit to your Account any Current Credits acquired by you. Your license to use Current Credits will terminate upon termination of these Terms or your account and as otherwise provided herein, except as otherwise required by applicable law.

c. Redeeming Current Credits. You may from time to time be presented with opportunities to redeem Current Credits for certain in-app features ("**Rewards**"). We will, in our sole discretion, determine and communicate the availability and exchange rate for any Current Credits and Rewards, which may be modified at any time. You must comply with any individual Reward limitations as indicated via the Service. We reserve the right to cancel, restrict or terminate Current Credits or Rewards at any time for any reason. All Rewards are subject to availability. All redemptions are subject to these Terms and all limitations and requirements stated via the Service. You may choose a Reward that is still available for which you have accumulated sufficient Current Credits for redemption. Select the Reward you wish to use and follow the instructions to complete the redemption process.

d. Restrictions. If Current Credits are offered for sale, then all purchases of Current Credits are final and not refundable or exchangeable, except as required by applicable law. Current Credits are not redeemable or exchangeable for fiat currency, monetary value, or convertible for other virtual currency from Current or any other third party, except as expressly provided in these Terms or otherwise required by applicable law. You are expressly prohibited from transferring, assigning, selling, gifting, exchanging, trading, converting, leasing, sublicensing, renting, or distributing Current Credits, whether directly or through an intermediary, except through the Service and as expressly permitted by Current. Current Credits are provided to you for entertainment purposes only unless otherwise expressly provided for in these Terms. Current Credits are not property, and you have no right, title or interest in any Current Credits.

e. Additional Limitations. Current does not recognize or condone any third-party service that may be used to sell, exchange, transfer, or otherwise dispose of Current Credits, and Current does not assume any responsibility for, and will not support, such transactions. Neither Current nor any third party has any obligation to exchange Current Credits for anything of value, including, but not limited to, fiat currency, except as expressly provided in these Terms or otherwise required by applicable law. Current makes no guarantee as to the nature, quality, or value of Current Credits or the availability or supply thereof.

f. Reserved Rights. Current, in its sole discretion, may impose limits on Current Credits's usage, including, but not limited to, the amount that may be earned or redeemed. You acknowledge and agree that Current may engage in actions that may impact the perceived value or purchase price of Current Credits at any time, except as prohibited by applicable law. Except as otherwise prohibited by applicable law and except for the limited licenses granted under these Terms, Current reserves and retains all rights, title, and interest in and to all Current Credits. Current, in its sole discretion, has the absolute right to manage, modify, suspend, revoke, and terminate your license to use Current Credits without notice, refund, compensation, or liability to you, except as otherwise prohibited by applicable law.

7. Consent to Electronic Communications

a. Consent to Electronic Communications. By using the Service or providing Personal Information (as defined in the Privacy Policy) to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, then we may attempt to notify you electronically by Posting a notice on the Service or sending an email to you, if we have your email address. 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 write to us at legal@current.us.

b. SMS Text Messages and Push Notifications. When you register with Current, Current may send you an SMS text message containing a code in order to verify your phone number and may send SMS text messages and push notifications (“**Messages and Notifications**”) in order to keep you informed about the Service. By using the Service, you agree to receive Messages and Notifications regarding your use of the Service. SMS text messages are for informational purposes only. While Messages and Notifications are intended to enhance your use of the Service, you may (i) disable push notifications on your device; and/or (ii) reply to the message “STOP” to remove yourself from our text message database.

c. If you wish to remove yourself from any list (other than as set forth in Section 7.b), then please follow the unsubscribe instructions provided in any of our communications.

d. Depending on your current Carrier plan, you may incur charges for these Messages and Notifications and agree to not hold Current liable for any charges incurred. You acknowledge that any terms between you and any third-party provider (such as, for example, Apple®, Android™, or Verizon) create no obligation or responsibility on the part of Current, and that Current is not responsible for any failure of warranty by any such third party.

e. Current cannot control certain factors relating to message delivery. You acknowledge that, depending on your Carrier’s service, it may not be possible to transmit a text message to you successfully. We have no liability for transmission delays or message failures.

8. Content Submitted to the Service

a. License. If we permit you to send or transmit to us information, images, media, opinions, creative suggestions, ideas, notes, concepts, or other materials (collectively, “**User Content**”), then, by uploading, posting, or transmitting (collectively, “**Posting**”) such User Content to any area of the Service, you hereby grant Current and its designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, and irrevocable right to reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make available, retransmit from Third Party Services, and otherwise use and exploit (collectively, “**Use**”) all or any part of such User Content in any media now known or hereafter developed, for the purposes of (i) advertising, marketing, and promoting Current and the Service; (ii) displaying and sharing your User Content to other Users of the Service; and (iii) providing the Service as authorized by these Terms, without compensation to you. Except as set forth in the foregoing sentence, no User Content will be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. Current may remove or alter any User Content at any time for any reason and without any liability to you. We neither endorse nor are responsible for any opinion, advice, information, or statement made or displayed on the Service by any User. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or postings, or for any results obtained from the use of such information. Under no circumstances will Current and/or its affiliates, suppliers, or agents be liable for any loss or damage caused by your reliance on such information obtained through the Service. We cannot and do not take responsibility for the veracity, reliability, or completeness of any opinion, advice, information, or statement available on the Service.

b. Screening User Content. The opinions expressed on the Service by Users reflect solely the opinions of the Users who Post thereon and do not reflect the opinions of Current. Current does not guarantee the accuracy, integrity, appropriateness, availability or quality of any User Content, and under no circumstances will Current be liable in any way for any User Content. Current does not pre-screen any User Content, but you acknowledge and agree that we have the right (but not the obligation) to monitor the Service and User Content and to remove, disallow, block, delete, or disclose User Content and the circumstances surrounding its transmission to any third party in our sole discretion, including in order to operate the Service properly; to protect ourselves, our sponsors, and our Users; and to comply with legal obligations or governmental requests. If you believe an item of User Content violates these Terms or our other member policies, then please contact Current immediately at legal@current.us so that we can consider its

editing or removal. We recommend that you save copies of any User Content that you Post to the Service on your personal device(s) in the event that you want to ensure that you have permanent access to copies of such User Content.

c. Intellectual Property Rights. YOU RETAIN OWNERSHIP OF ANY RIGHTS YOU MAY HAVE IN YOUR USER CONTENT AND SUBMITTING YOUR USER CONTENT TO THE SERVICE DOES NOT TRANSFER OWNERSHIP OF YOUR RIGHTS. You are solely responsible for your User Content and the consequences of Posting it on the Service. By Posting User Content, you represent, warrant, and covenant that: (i) you are the creator and owner of the User Content or otherwise have sufficient rights and authority to grant the rights granted herein; (ii) the Posting and Use of your User Content does not and will not (A) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (B) slander, defame, or libel any other person; or (C) require us to obtain any further licenses from or pay any royalties, fees, compensation, or other amounts or provide any attribution to any third parties; (iii) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; (iv) the Posting of your User Content on the Service does not result in a breach of contract between you and a third party; and (v) unless you have received prior written authorization, your User Content specifically does not contain any confidential information of any third party. We reserve all rights and remedies against any Users who breach these representations and warranties.

9. Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements

a. Respect of Third Party Rights. Current respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on or through the Service.

b. Repeat Infringer Policy. Current's intellectual property policy is to (i) remove or disable access to material that Current believes in good faith or upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Service; (ii) remove any User Content uploaded to the Service by "repeat infringers"; and (iii) terminate the accounts of repeat infringers in appropriate circumstances. Current considers a "repeat infringer" to be any User that has uploaded User Content or Feedback (as defined in Section 19) to or through the Service and for whom Current has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content or Feedback. Current has discretion, however, to terminate the Account of any User after receipt of a single notification of claimed infringement or upon Current's own determination.

c. Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "**Notification of Claimed Infringement**" containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by Current with the User alleged to have infringed a right you own or control, and you hereby consent to Current making such disclosure. Your communication must include substantially the following:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
- ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, then a representative list of such works;
- iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Current to locate the material;

iv. Information reasonably sufficient to permit Current to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

d. Designated Agent Contact Information. Current's designated agent for receipt of Notifications of Claimed Infringement (the "**Designated Agent**") can be contacted at:

Current Media LLC
ATTN: Daniel Novaes
213 W. Institute Pl., 3017
Chicago, IL 60610
(773) 888-3390
E-mail: copyright@current.us

e. Counter Notification. If you receive a notification from Current that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Current with what is called a "**Counter Notification.**" To be effective, a Counter Notification must be in writing, provided to Current's Designated Agent through one of the methods identified in Section 9.d and include substantially the following information:

i. A physical or electronic signature of the subscriber;

ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, then for any judicial district in which Current may be found, and that the subscriber will accept service of process from the person who provided notification under Section 9.d above or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

f. Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to Current in response to a Notification of Claimed Infringement, then Current will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Current will replace the removed User Content or Feedback or cease disabling access to it in 10 business days, and Current will replace

the removed User Content or Feedback and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Current's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the User from engaging in infringing activity relating to the material on Current's system or network.

g. False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Current] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Current reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

10. Term and Termination

a. Term. The term of these Terms (the "**Term**") will commence on the date on which you first access or utilize the Service in any way (the "**Effective Date**") and will continue so long as you continue to access or utilize the Service; provided that Current reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms including, without limitation, the suspension or termination of the User's access and/or Account, or blocking the User from access to the Service. Current may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Current reserves the right at all times to disclose any information as Current deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to Post, or remove any information or materials, in whole or in part, in Current's sole discretion.

b. Termination. Current may terminate your Account at any time for a breach of these Terms with or without notice. Notwithstanding the preceding sentence, if your Account has any Current Credits associated with it, then prior to termination of your Account Current may communicate with you about the termination and possible loss of your Current Credits. You hereby consent to our communicating with you in such circumstances and as otherwise set forth in these Terms.

c. Effect of Termination. Amounts that accrue or are due to you before termination of your use of or access to the Service will continue to be payable to you, and amounts owed to Current at the time of such termination will continue to be owed by you after such termination. You hereby authorize Current to offset any amounts due you by any amounts due by you to Current. Upon termination of your Account, you will forfeit any earned but unused Current Credits. Upon termination your Account will be terminated and any information about you in such Account will be subject to our data retention practices as described in Current's Privacy Policy.

d. Survival. The following Sections of these Terms will survive termination or expiration of the Agreement: 1.b, 1.c, 1.d, 1.e, 1.f, 1.g, 2.b, 2.c, 3, 4, 5.a, 5.b, 5.e, 5.f, 5.j, 6, 7, 8, 10.c, 10.d, 11 - 13, and 15 - 20.

11. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW:

a. THE SERVICE IS PROVIDED "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. YOU ACKNOWLEDGE THAT, BECAUSE OF THE NATURE OF THE INTERNET, MOBILE NETWORKS, AND THE DEVICES WHICH ACCESS THE INTERNET AND/OR MOBILE NETWORKS, THE SERVICE MAY NOT BE ACCESSIBLE WHEN NEEDED, AND THAT INFORMATION, DATA, AUDIO, AND VIDEO TRANSMITTED OVER THE INTERNET AND/OR MOBILE NETWORKS MAY BE SUBJECT TO INTERRUPTION OR THIRD PARTY INTERCEPTION AND MODIFICATION. CURRENT DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR NON-INFRINGEMENT; AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CURRENT DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE OR ANY CONTENT OFFERED THROUGH THE SERVICE, WILL BE SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND CURRENT DOES NOT WARRANT THAT ANY OF THOSE WILL BE CORRECTED. NONE OF THE CURRENT PARTIES WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE SERVICE. CURRENT CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES, OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE OR THE INTERNET, OR FOR YOUR MISUSE OF ANY OF CONTENT AND INFORMATION ACCESSED THROUGH THE SERVICE. CURRENT IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF THE SERVICE AND YOUR DEALING WITH ANY OTHER USER. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND YOUR RELIANCE UPON ANY OF THE PROPRIETARY MATERIALS, THE SERVICE, OR THE CONTENTS THEREOF IS AT YOUR SOLE RISK AND THAT CURRENT IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW:

a. EACH USER IS SOLELY RESPONSIBLE FOR (I) HIS OR HER USE OF THE SERVICE; AND (II) ANY DAMAGES INCURRED BY HIM OR HER OR ANY THIRD PARTY THAT ARISE FROM OR ARE RELATED TO THE SERVICE. THE AGGREGATE LIABILITY OF THE CURRENT PARTIES FOR ANY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO ACTUAL DAMAGES PROVED, AND WILL NOT EXCEED THE AMOUNT PAID BY YOU TO CURRENT FOR THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, NONE OF THE CURRENT PARTIES WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF CURRENT OR ITS CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. YOU REPRESENT THAT YOU HAVE INDEPENDENTLY INVESTIGATED THE ADVISABILITY OF USING THE SERVICE AND THE POSSIBLE RISKS INVOLVED IN USING THE SERVICE. YOU AGREE TO MAINTAIN YOUR OWN INSURANCE COVERING SUCH RISKS AND WILL LOOK SOLELY TO SUCH INSURANCE FOR REIMBURSEMENT OF ANY RESULTING DAMAGES.

13. Third Party Disputes

CURRENT IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR THIRD PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, THIRD PARTY SERVICE, OR OTHER THIRD PARTY ARISING FROM YOUR USE OF THE SERVICE,

INCLUDING, WITHOUT LIMITATION, ANY OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE CURRENT AND ITS AFFILIATES AND CURRENT'S AND ITS AFFILIATES OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, AND ASSIGNS (THE "**CURRENT PARTIES**") FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

14. **Force Majeure**

Current will not be liable for any delay or failure to perform any obligation herein if the delay or failure is due to unforeseen events that are beyond Current's reasonable control, such as, by way of example and not limitation, strikes, blockade, war, terrorism, riots, natural disasters, epidemic, or governmental action, in so far as such an event prevents or delays Current in fulfilling its obligations hereunder.

15. **Indemnification and Release**

a. To the fullest extent permitted by law, you will defend, indemnify, and hold the Current Parties harmless against any loss or damage of any kind (including, without limitation, reasonable accounting and attorneys' fees and lost revenues) arising from: (i) any and all breaches by you of these Terms or any representation, warranty, or covenant contained herein; (ii) any and all use of the Service, Proprietary Materials, Marks, and Third Party Marks; (iii) your User Content; and (iv) any and all claims and actions against Current by other parties to whom you allow access to the Service.

b. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You will not, in any event, settle any claim or matter without our written consent.

16. **Third Party Services**

The Service may contain content or information about content, products, and services provided by third parties, and links (including advertisements) to third party content or web sites ("**Third Party Services**"). This information and these links for Third Party Services are provided only as a convenience to Users. Current does not review or control this information or these Third Party Services, and Current does not make any representations or warranties, express or implied, regarding this information or these Third Party Services. Inclusion of any of the foregoing in the Service does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Current with respect to any third party or its web site or content, or any information, products, or services provided by that third party. Current is under no obligation to maintain any link on the Service and may remove a link at any time in its sole discretion for any reason whatsoever.

17. **Dispute Resolution**

a. Generally. In the interest of resolving disputes between you and Current in the most expedient and cost effective manner, you and Current agree that any dispute arising out of or in any way related to these Terms or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CURRENT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AND THAT THIS**

AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

b. Exceptions. Despite the provisions of Section 17.a above, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of law; or (iv) file suit in a court of law to address an intellectual property infringement claim.

c. Arbitrator. Any arbitration between you and Current will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Current. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

d. Notice: Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or electronic mail within the applicable statute of limitations period ("**Notice**"). Current's address for Notice is: Current Media LLC, 213 West Institute Place, 307, Chicago, IL, 60610, United States of America. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Current may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Current must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor with a monetary award that exceeds the last written settlement amount offered by Current prior to selection of an arbitrator, then Current will pay you the highest of the following: (X) the amount awarded by the arbitrator, if any; (Y) the last written settlement amount offered by Current in settlement of the dispute prior to the arbitrator's award; or (Z) \$15,000.

e. Fees. If you commence arbitration in accordance with these Terms, then Current will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Chicago, Illinois, but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Current for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

f. No Class Actions. YOU AND CURRENT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE

PROCEEDING (OTHER THAN CLAIMS WHICH ARE NOT COVERED BY THIS SECTION 17). Further, unless both you and Current agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

g. Modifications to this Arbitration Provision. Except as otherwise provided in these Terms, if Current makes any future change to this arbitration provision, other than a change to Current's address for Notice, then you may reject the change by sending us written notice within 30 days of the change to Current's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Current. If you do not send such written notice, then your continued use of the Service following any such change means that you have consented to such change.

h. Enforceability. If Section 17.f above is found to be unenforceable or if the entirety of this Section 17 is found to be unenforceable, then the entirety of this Section 17 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described directly below will govern any action arising out of or related to these Terms or your use of the Service.

18. Governing Law; Choice of Forum

The laws of the State of Delaware, excluding its conflicts of law rules, govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws; provided, however, that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any provision of these Terms. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of the state and federal courts located in Chicago, Illinois and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.

19. Feedback

While we are continually working to develop and evaluate our own product ideas and features, we know we don't have all the answers. We therefore welcome your feedback, comments, and suggestions. If you choose to contribute by sending Current or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names or any related documentation, artwork, computer code, diagrams, or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Current, you agree that:

a. Current has no obligation to review, consider or implement your Feedback, or to return to you all or part of any Feedback for any reason;

b. Feedback is provided on a non-confidential basis, and Current is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

c. You irrevocably grant Current perpetual and unlimited permission to Use the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

20. Miscellaneous

a. Entire Agreement; Variation. These Terms set forth the entire agreement between Current and you with respect to the Service. These Terms supersede and govern all previous oral and written communications regarding these matters, all of which are merged into these Terms. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter these Terms. Except as set forth in Section 1.b, these Terms may be changed only by a written amendment signed by an authorized agent of each party.

b. Severability. If any provision of these Terms is held invalid, illegal, or unenforceable, then such provisions will be modified, or, if not possible, severed, to reflect the fullest valid, legal, and enforceable expression of the intent of the parties and the remainder of these Terms will not be affected thereby.

c. Relationship of Parties. Nothing herein will be deemed to create an employer-employee relationship between Current and you, nor any agency, joint venture, or partnership relationship between the parties. Neither party will have the right to bind the other to any obligation, nor have the right to incur any liability on behalf of the other.

d. Waiver. No delay, omission, or failure to exercise any right or remedy provided herein will be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right or remedy may be exercised, from time to time as may be deemed expedient by the party exercising such remedy or right.

e. Headers. The Section headings are provided merely for convenience and will not be given any legal import.

f. Assignment. Neither these Terms nor any of the rights granted to you herein may be assigned or transferred by you, whether voluntarily or by operation of law, without the express prior written permission of Current and any attempt to do so will be null and void. This means that in the event you dispose of any device on which you have installed the App, such as by sale or gift, you are responsible for deleting any the App from your device prior to such disposition. However, Current may assign or transfer these Terms at any time without your permission. These Terms will inure to the benefit of our successors and assigns.

g. Contact Us. If you would like to contact us in connection with your use of the Service, then please contact us by mail at Current Media LLC, 213 West Institute Place. 307, Chicago, IL, 60610, United States of America, and by email at legal@current.us.

21. Open Source Software

The Apps may contain certain open source software. Each item of open source software is subject to its own applicable license terms, which can be found at <http://current.us/software>.

22. Notice Regarding Apple

You acknowledge that these Terms are between you and Current only, not with Apple, and Apple is not responsible for the Service or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant Service to you; and, to the maximum extent permitted by law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Service or your possession and use of the Service infringes that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and

upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If Current provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail.

CURRENT PRIVACY POLICY

Last updated: June 8th, 2018

At Current, your privacy is important to us. This Privacy Policy is designed to explain how we collect, use, process, share, and safeguard Personal Information about you gathered through our websites, including current.us (the “Sites”), and the Current mobile application (the “App”), (collectively, the “Services”). It also tells you about your rights and choices with respect to your Personal Information, and how you can contact us if you have any questions or concerns. The terms “Current,” “we,” and “us” include Current Media LLC, our affiliates and subsidiaries. By using the Services, you agree to the processing of your Personal Information as described in this Privacy Policy. Beyond the Privacy Policy, your use of the Service is also subject to our Terms of Service [<http://current.us/terms>].

INFORMATION WE COLLECT

For the purpose of this Privacy Policy, “Personal Information” means any information relating to an identified or identifiable individual. We obtain Personal Information relating to you from various sources described below.

Where applicable, we indicate whether and why you must provide us with your Personal Information, as well as the consequences of failing to do so. If you do not provide Personal Information when requested, you may not be able to benefit from our Service if that information is necessary to provide you with them or if we are legally required to collect it.

Personal Information You Provide Us

Registration: If you wish to have access to certain features on Current, including token redemption, you may be required to become a registered user, and to submit the following types of Personal Information to Current:

- Name
- Email address
- Phone number

Other Optional Information: We may ask you for additional information about yourself, such as age, country or city, tastes and preferences, and other survey questions. This information is optional to provide, and you may be compensated for providing it with a network token.

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Team, we may receive your name, email address, phone number, the contents, date and time of a message or attachments that you may send to us, and other information you choose to provide.

Business Partners. If you work for one of our business partners or vendors, we will collect your contact details to manage the business relationship.

Job Application. If you apply for a job with us, we will collect your application information, including your resume and the contact details of your referees, as well as any other information you chose to provide to us in the context of your application.

Personal Information Obtained From Third Parties

Social Networks and Media Streaming. We collect information from social media services when you use your credentials for these services to log into the Service, or when you connect your social media accounts to the Service. For example, when you log in with your Facebook, Google+, Twitter, Apple, or Spotify credentials, we collect the information you have authorized the platform to share with us, such as your name, email address, gender, date of birth, friend list, profile picture and playlists, along with other elements of your social network profile that you have made available may be shared with other Current users. We may also obtain other non-public information, such as pages you follow or create, and content you've liked. Please refer to the privacy policy of your social network or music streaming account for information about what information is shared with us.

Integrated Platforms: We allow you to integrate music streaming and listening platforms such as Spotify, YouTube, and Apple Music to Current in order to provide you with the best suggestions and curated content. We collect information from these services, including your listening history, and content you follow or like.

Personal Information We Collect Automatically From Your Use of the Services

When you use our Services, we and our third party service providers may collect information from you through automated means, such as cookies, web beacons, and web server logs. By using the Services, you consent to the placement of cookies, beacons, and similar technologies in your browser and on emails in accordance with this Privacy Policy. The information collected in this manner includes IP address, browser characteristics, gyrosopic position, service strength, data provider, device IDs and characteristics, country code or approximate location, operating system version, language preferences, referring URLs, and information about the usage of our Services, such as length of time (in seconds) a user plays, metadata (genre, artist, album, title, description,

tags) and type of media (audio, video, text etc.). We may use this information, for example, to ensure that the Services function properly, to create an account on your behalf when you have not formally registered for an account, to analyze your listening behavior and preferences in order to provide you with tailored content, to determine how many users have visited certain pages or opened messages or newsletters, or to prevent fraud. We work with analytics providers such as Google Analytics, which uses cookies and similar technologies to collect and analyze information about use of the Services and report on activities and trends. This service may also collect information regarding the use of other websites, apps and online resources. You can learn about Google's practices by going to <https://www.google.com/policies/privacy/partners/>, and opt out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.

Third parties that advertise goods or services on the Service (collectively, "Advertisers") may also use cookies or other technologies to track your use of the Service. Advertisers also may use cookies to track your online activities across websites over time to provide interest-based advertising. Those third parties may also provide us with data collection, reporting, ad-response measurement, analytical information, and assist with delivery of relevant marketing messages and advertisements. Some of our Advertisers are members of the Network Advertising Initiative or the Digital Advertising Alliance, or for users in the EU, the European Interactive Digital Advertising Alliance's Consumer Choice Page (<http://www.youronlinechoices.eu>). Please visit these organizations' opt-out pages to learn about how you may opt out of receiving web-based personalized ads from member companies. Please visit your device's settings or install the AppChoices app to learn more about how you may opt out of receiving personalized ads in mobile apps.

If you do not want information collected through the use of cookies, most browsers allow you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html>. Your mobile operating system should also give you the option to manage your cookies and advertising preferences (this may be found in the "settings" function on your device).

If, however, you do not accept cookies, you may experience some inconvenience in your use of the Services.

HOW WE USE YOUR PERSONAL INFORMATION

Internal and Service-Related Usage. We use Personal Information for internal and Service-related purposes, including to operate, provide and maintain the Services. For example, we use information we obtain from third parties and collect automatically to do the CRNT reward calculation.

Analytics and Improving the Service. We and our service providers use Personal Information that we collect on the Services, such as your location and your activities on the Services, to monitor and analyze usage of the Services and to improve and enhance the Services.

Communications. We may contact you (i) for customer-service or technical-support purposes, or (ii) to send you (a) information about topics or content that we think may interest you, or (b) updates about the latest developments or features on the Services. We also may send push notifications to your device and a newsletter to the email address you provide to us in the event that you subscribe to receive our newsletter.

Advertising. We and our advertising partners may use your Personal Information, including your location and your activities on the Service to facilitate the delivery of advertisements.

Tailored Content. We may use your Personal Information to provide you with personalized services, content, offers and recommendations. For example, we may analyze your listening history to recommend similar content that we think would be of particular interest to you, send you tailored recommendations based on your location or send you personalized marketing communications based on Personal Information we have collected about you.

Aggregate Data. We may de-identify and aggregate information collected through the Services for statistical analysis and other lawful purpose.

Business Partners. We may use your business contact details to manage our business relationship.

Job Applications. We process your Personal Information to evaluate your job application.

Legal. We may use your Personal Information to enforce our Terms of Service [<http://current.us/terms>], to defend our legal rights, to comply with our legal obligations and internal policies.

If you are located in the European Economic Area, we only process your Personal Information based on a valid legal ground, including when:

- You have consented to the use of your Personal Information, for example to receive electronic marketing communications;
- We need your Personal Information to provide you with the Services, including for account registration, to respond to your inquiries, or for customer support;
- We have a legal obligation to use your Personal Information; or
- We or a third party, have a legitimate interest in using your Personal Information. In particular, we have a legitimate interest in using your Personal Information to personalize our

services and provide you with tailored content, conduct business analytics, and otherwise improve the safety, security, and performance of our Services. We only rely on our or a third party's legitimate interests to process your Personal Information when these interests are not overridden by your rights and interests.

HOW WE SHARE YOUR PERSONAL INFORMATION

We disclose Personal Information that we collect about you in the context of the Services to third parties in the following circumstances:

- We may share Personal Information about you with our affiliates and subsidiaries.
- We may share Personal Information about you with our third party service providers who perform services on our behalf, such as website hosting, payment processing, data analysis, information technology and related infrastructure provision, customer service, email delivery, online advertising, auditing, and other services.
- We may use third-party advertising companies to serve advertisements regarding goods and services that may be of interest to you. For more information about our advertising and marketing practices and those of the third party advertising partners, please see the “**Personal Information We Collect Automatically From Your Use of the Services**” section above.
- To a potential or actual acquirer, successor, or assignee as part of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in bankruptcy or similar proceedings). We will use reasonable efforts to direct the new entity to process your information in way that does not materially differ from that set forth in this Privacy Policy.
- If required to do so by law or in the good faith belief that such action is appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

We may use and disclose aggregate information that does not identify or otherwise relate to an individual for any purpose.

THIRD PARTY SERVICES AND LINKS

This Privacy Policy applies only to the processing of your Personal Information by Current. It does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site or service to which the Services link, such as social networks or music streaming sites. The inclusion of a link on the Services does not imply endorsement of the linked site or service by us or by our affiliates.

SECURITY

We maintain administrative, technical and physical safeguards that are intended to appropriately protect Personal Information against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of the Personal Information in our possession.

DATA RETENTION

We take measures to delete your Personal Information or keep it in a form that does not allow you to be identified when this information is no longer necessary for the purposes for which we process it, unless we are required by law to keep this information for a longer period. When determining the retention period, we take into account various criteria, such as the type of products and services requested by or provided to you, your ability to claim tokens you have earned via our services, the nature and length of our relationship with you, possible re-enrollment with our products or services, the impact on the services we provide to you if we delete some information from or about you, mandatory retention periods provided by law and the statute of limitations.

YOUR RIGHTS AND CHOICES

Marketing Communications. If you decide at any time that you no longer wish to receive marketing communications from us, please follow the unsubscribe instructions provided in any of the communications. You may also opt out from receiving commercial email from us by sending your request to us by email at privacy@current.us. Please be aware that, even after you opt out from receiving commercial messages from us, you may continue to receive administrative messages from us regarding the Services.

European Privacy Rights. Depending on your country and, in particular, if you are located in the European Economic Area or Switzerland, you may have the following additional rights:

- Request access to and receive information about the Personal Information we maintain about you, to update and correct inaccuracies in your Personal Information, to restrict or to object to the processing of your Personal Information, to have the information anonymized or deleted, as appropriate, or to exercise your right to data portability to easily transfer your

Personal Information to another company. In addition, you may also have the right to lodge a complaint with a supervisory authority, including in your country of residence, place of work or where an incident took place.

- Withdraw any consent you previously provided to us regarding the processing of your Personal Information, at any time and free of charge. We will apply your preferences going forward and this will not affect the lawfulness of the processing before your consent withdrawal.

Those rights may be limited in some circumstances by local law requirements. You may exercise these rights by contacting us as specified below.

USE OF SERVICES BY CHILDREN

The Services are not directed to individuals under the age of thirteen (13), and we request that they not provide personal information through the Services. If a parent or guardian becomes aware that his or her child has provided us with Personal Information, he or she should contact us at privacy@current.us, and we will take steps to immediately delete that information.

INTERNATIONAL CROSS-BORDER DATA TRANSFER

Current is based in the United States. If you are visiting the Service from Europe or other regions with laws governing data collection and use, then please note that your Personal Information may be transferred to countries that do not have the same data protection laws as the country in which you initially provided the information. By providing your Personal Information to the Services, you consent to any transfer of your Personal Information to the United States and other countries in accordance with this Privacy Policy. When we transfer your Personal Information to other countries, we will protect that information as described in this Privacy Policy.

UPDATES TO THIS PRIVACY POLICY

We may make changes to this Privacy Policy. The “Last Updated” date at the top of this page indicates when this Privacy Policy was last revised. If we make material changes, we may notify you through the Services or by sending you an email or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. Your continued use of the Services following these changes means that you accept the revised Privacy Policy.

CONTACT US

Current Media,LLC is the entity responsible for the processing of your Personal Information. If you have any questions about this Privacy Policy, or if you would like to exercise your rights to your Personal Information, you may contact us at privacy@current.us or write to us at:

Privacy@current.us

Privacy Team

Current Media, LLC.

213 West Institute Place. 307

Chicago, IL, 60610

United States of America