

Terms of Service

1. Introduction; Your Agreement to these Terms of Service	1
2. How much does the Service cost?	2
3. Who may use the Service?	3
4. Privacy Policy	3
5. Accounts	3
6. Use of Devices and Services	4
7. Modification of these Terms of Service	5
8. License	5
9. User Content	6
10. Prohibited Conduct	8
11. Respecting Copyright	11
12. Trademarks	11
13. Third-Party Content	11
14. Idea Submission	12
15. Termination	12
16. Disputes	13
17. Miscellaneous	15
18. Requests for Information and How to Serve a Subpoena	16

1. Introduction; Your Agreement to these Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A BINDING CONTRACT. Welcome to the services operated by Ollie Technologies, Inc. (collectively with its affiliates, “Ollie” or “We”) consisting of the website available at <https://www.ollie.ooo>, and its network of websites, software applications, or any other products or services offered by Ollie (the “Ollie Services” or “the Service”). Other services offered by Ollie may be subject to separate terms.

When using the Ollie Services, you will be subject to Ollie's Community Guidelines and additional guidelines or rules that are posted on the Ollie Services, made available to you, or disclosed to you in connection with specific services and features. Ollie may also offer certain paid services, which are subject to the Ollie [Terms of Sale](#) as well as any additional terms or conditions that are disclosed to you in connection with such services. All such terms and guidelines (the "Guidelines") are incorporated into these Terms of Service by reference. The Terms of Service apply whether you are a user that registers an account with the Ollie Services or an unregistered user. You agree that by clicking "Sign Up" or otherwise registering, downloading, accessing, or using the Ollie Services, you are entering into a legally binding agreement between you and Ollie regarding your use of the Ollie Services. You acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not access or otherwise use any of the Ollie Services. When using Ollie or opening an account with Ollie on behalf of a company, entity, or organization (collectively, "Subscribing Organization"), you represent and warrant that you: (i) are an authorized representative of that Subscribing Organization with the authority to bind that organization to these Terms of Service and grant the licenses set forth herein; and (ii) agree to these Terms of Service on behalf of such Subscribing Organization.

2. How much does the Service cost?

Monthly Fee(s)

For calendar months in which you stream fewer than 100 hours of content, no monthly fee will be charged. For calendar months in which you stream 100 or more hours of content, there will be a fee of \$0.50 per hour for each additional hour (e.g. streaming for 101 hours in a calendar month will result in a fee of \$0.50 for that month).

Revenue Share

Certain products, services, and content may from time to time be made available to end users of the Ollie Services ("User" or "Users") by Ollie Technologies, Inc. or their affiliates in connection with the website available at <http://www.ollie.ooo>, Ollie's network of websites and software applications, or other products or services offered by Ollie (the "Ollie Services").

Upon purchase by a User of a product, service, or content through the Ollie Services that link to the [Terms of Sale](#) ("Ancillary Products and Services") and that are attributed to you or your Channel (i.e. by having been created originally in your Channel), you are entitled to 50% of revenue collected for that purchase.

Disbursement of entitled revenue collected from User purchases of Ancillary Products and Services attributable to you or your channel will be made by the 20th day of the following calendar month. For instance, revenue collected during the calendar month of March will be disbursed by the 20th day of the following month, April.

These terms will not be modified unless otherwise expressly stated in writing by Ollie. For more information on the purchasing agreement between the User and Ollie, please see the [Terms of Sale](#).

3. Who may use the Service?

Age Requirements

You must be at least 13 years old to use the Ollie Services; however, children of all ages may use the Ollie Services if enabled by a parent or legal guardian.

Permission by Parent or Guardian

If you are under 18, you represent that you have your parent or guardian's permission to use the Ollie Services. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Ollie Services, you are subject to the terms of this Agreement and responsible for your child's activity on the Ollie Services.

Businesses

If you are using the Service on behalf of a company or organisation, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Blocked Persons

The Ollie Services are not available to any users previously removed from the Ollie Services by Ollie or to any persons barred from receiving them under the laws of the United States (such as its export and re-export restrictions and regulations) or applicable laws in any other jurisdiction. BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE OLLIE SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE, THAT YOUR PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS OF SERVICE IF YOU ARE LESS THAN 13 YEARS OF AGE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM AND ARE NOT PROHIBITED FROM RECEIVING THE OLLIE SERVICES.

4. Privacy Policy

This Agreement includes our Privacy Policy. Please review our Privacy Policy to learn about the information we collect from you, how we use it, and with whom we share it.

5. Accounts

Registration

You may create an account to use certain features we offer (e.g., uploading or live streaming videos). To do so, you must provide an email address. By creating an account, you agree to receive notices from Ollie at this email address.

Organizational Accounts

Corporate, governmental, and other organizational users must publicly display the legal name of their entity on their public account profile. If you are a government entity in the U.S., our Government Entity Addendum applies.

Account Security

You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify us immediately.

If you permit others to use your account credentials, you agree to these Terms of Service on behalf of all other persons who use the Services under your account or password, and you are responsible for all activities that occur under your account or password. Please make sure the information you provide to Ollie upon registration and at all other times is true, accurate, current, and complete to the best of your knowledge.

Unless expressly permitted in writing by Ollie, you may not sell, rent, lease, share, or provide access to your account to anyone else, including without limitation, charging anyone for access to administrative rights on your account. Ollie reserves all available legal rights and remedies to prevent unauthorized use of the Ollie Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

Third-Party Accounts

Ollie may permit you to register for and log on to the Ollie Services via certain third-party services. The third party's collection, use, and disclosure of your information will be subject to that third-party service's privacy notice. Further information about how Ollie collects, uses, and discloses your personal information when you link your Ollie account with your account on any third-party service can be found in our [Privacy Policy](#).

6. Use of Devices and Services

Access to the Ollie Services may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Ollie Services.

7. Modification of these Terms of Service

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. Modifications addressing newly available features of the Service or modifications made for legal reasons may be effective immediately without notice. If you do not agree to the modified terms, you should remove any Content you have uploaded and discontinue your use of the Service. Your continued use of the Ollie Services after the effective date of the revised Terms of Service constitutes your acceptance of the terms.

For residents of the Republic of Korea, Ollie will provide reasonable prior notice regarding any material amendments to its Terms of Service. All amendments shall become effective no sooner than 30 calendar days after posting; provided that any amendment regarding newly available features of the Service, features of the Service that are beneficial to the user, or changes made for legal reasons may become effective immediately.

8. License

The Ollie Services are owned and operated by Ollie. Unless otherwise indicated, all content, information, and other materials on the Ollie Services (excluding User Content, set out in Section 8 below), including, without limitation, Ollie's trademarks and logos, the visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files, and the selection and arrangement thereof (collectively, the "Materials") are protected by relevant intellectual property and proprietary rights and laws. All Materials are the property of Ollie or its subsidiaries or affiliated companies and/or third-party licensors. Unless otherwise expressly stated in writing by Ollie, by agreeing to these Terms of Service you are granted a limited, non-sublicensable license (i.e., a personal and limited right) to access and use the Ollie Services for your personal use or internal business use only.

Ollie reserves all rights not expressly granted in these Terms of Service. This license is subject to these Terms of Service and does not permit you to engage in any of the following: (a) resale or commercial use of the Ollie Services or the Materials; (b) distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Ollie Services or the Materials, or any portion of them; (d) use of any data mining, robots, or similar data gathering or extraction methods; (e) downloading (except page caching) of any portion of the Ollie Services, the Materials, or any information contained in them, except as expressly permitted on the Ollie Services; or (f) any use of the Ollie Services or the Materials except for their intended purposes. Any use of the Ollie Services or the Materials except as specifically authorized in these Terms of Service, without the prior written permission of Ollie, is strictly prohibited and may violate intellectual property rights or other laws. Unless explicitly stated in these Terms of Service, nothing in them shall be interpreted as conferring any license

to intellectual property rights, whether by estoppel, implication, or other legal principles. Ollie can terminate this license as set out in Section 14.

9. User Content

Ollie allows you to distribute streaming live and pre-recorded audio-visual works; to use services, such as text-based commenting, chat and voice interactive services; and to participate in other activities in which you may create, post, transmit, perform, or store content, messages, video, text, sound, images, applications, code, or other data or materials on the Ollie Services (“User Content”).

As between you and Ollie, you own and will retain ownership of all intellectual property rights in and to the content you submit. In order to allow Ollie to host and stream your content, you grant Ollie the permissions set forth below.

License to Ollie

(i) Unless otherwise agreed to in a written agreement between you and Ollie that was signed by an authorized representative of Ollie, if you submit, transmit, display, perform, post, or store User Content using the Ollie Services, you grant Ollie and its sub-licensees, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licenseable, nonexclusive, and royalty-free right to: (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content (including without limitation for promoting and redistributing part or all of the Ollie Services (and derivative works thereof) in any form, format, media, or media channels now known or later developed or discovered; and (b) use the name, identity, likeness, and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness, and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that Ollie and its sub-licensees are allowed to use them to the extent indicated in these Terms of Service.

(ii) With respect to streaming live and pre-recorded audio-visual works, the rights granted by you hereunder terminate once you delete such User Content from the Ollie Services, or generally by closing your account, except: (a) to the extent you shared it with others as part of the Ollie Services and others copied or stored portions of the User Content (e.g., made a Clip); (b) Ollie used it for promotional purposes; and (c) for the reasonable time it takes to remove from backup and other systems.

License to Other Users

You also grant each other user of the Ollie Services a worldwide, non-exclusive, royalty-free license to access your User Content through the Ollie Services, and to use that User Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as

enabled by a feature of the Ollie Services (such as clip creation). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Ollie Services.

User Content Representations and Warranties

You are solely responsible for your User Content and the consequences of posting or publishing it. You represent and warrant that: (1) you are the creator or own or control all right in and to the User Content or otherwise have sufficient rights and authority to grant the rights granted herein; (2) 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, or (b) defame any other person; (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and (4) unless you have received prior written authorization, your User Content specifically does not contain any pre-release or non-public beta software or game content or any confidential information of Ollie or third parties. Ollie reserves all rights and remedies against any users who breach these representations and warranties.

Content is Uploaded at Your Own Risk

Ollie uses reasonable security measures in order to attempt to protect User Content against unauthorized copying and distribution. However, Ollie does not guarantee that any unauthorized copying, use, or distribution of User Content by third parties will not take place. To the furthest extent permitted by applicable law, you hereby agree that Ollie shall not be liable for any unauthorized copying, use, or distribution of User Content by third parties and release and forever waive any claims you may have against Ollie for any such unauthorized copying or usage of the User Content, under any theory. THE SECURITY MEASURES TO PROTECT USER CONTENT USED BY OLLIE HEREIN ARE PROVIDED AND USED “AS-IS” AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES, OR OTHER TERMS THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS, OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

Promotions

Users may promote, administer, or conduct a promotion (e.g., a contest or sweepstakes) on, through, or utilizing the Ollie Services (a “Promotion”). If you choose to promote, administer, or conduct a Promotion, you must adhere to the following rules: (1) You may carry out Promotions to the extent permitted by applicable law and you are solely responsible for ensuring that any Promotions comply with any and all applicable laws, obligations, and restrictions; (2) You will be classified as the promoter of your Promotion in the applicable jurisdiction(s) and you will be solely responsible for all aspects of and expenses related to your Promotion, including without limitation the execution, administration, and operation of the Promotion; drafting and posting any official rules; selecting winners; issuing prizes; and obtaining all necessary third-party permissions and approvals, including without limitation filing any and all necessary registrations and bonds. Ollie has the right to remove your Promotion from the Ollie Services if Ollie reasonably believes that your Promotion does not comply with the Terms of Service or

applicable law; (3) Ollie is not responsible for and does not endorse or support any such Promotions. You may not indicate that Ollie is a sponsor or co-sponsor of the Promotion; and (4) You will display or read out the following disclaimer when promoting, administering, or conducting a Promotion: “This is a promotion by [Your Name]. Ollie does not sponsor or endorse this promotion and is not responsible for it.”.

Endorsements/Testimonials

You agree that your User Content will comply with the FTC’s Guidelines Concerning the Use of Testimonials and Endorsements in Advertising, the FTC’s Disclosures Guide, the FTC’s Native Advertising Guidelines, and any other guidelines issued by the FTC from time to time (the “FTC Guidelines”), as well as any other advertising guidelines required under applicable law. For example, if you have been paid or provided with free products in exchange for discussing or promoting a product or service through the Ollie Services, or if you are an employee of a company and you decide to discuss or promote that company’s products or services through the Ollie Services, you agree to comply with the FTC Guidelines’ requirements for disclosing such relationships. You, and not Ollie, are solely responsible for any endorsements or testimonials you make regarding any product or service through the Ollie Services.

Political Activity

Subject to these Terms of Service and the Community Guidelines, you may share political opinions; participate in political activity; provide links to a political committee’s official website, including the contribution page of a political committee; and solicit viewers to make contributions directly to a political committee. You agree, however, that these activities are entirely your own. Moreover, by engaging in these activities, you represent and warrant that you are eligible to engage in them under applicable law, and that you will abide by all relevant laws and regulations while doing so.

You agree not to solicit the use of or use any Ollie monetization tool (e.g. subscriptions) for the purpose of making or delivering a contribution to a candidate, candidate’s committee, political action committee, ballot committee, or any other campaign committee, or otherwise for the purpose of influencing any election. Candidates for political office are not eligible to use any Ollie monetization tool on their channels.

10. Prohibited Conduct

YOU AGREE NOT TO violate any law, contract, intellectual property, or other third-party right; not to commit a tort, and that you are solely responsible for your conduct while on the Ollie Services.

You agree that you will comply with these Terms of Service and Ollie’s Community Guidelines and will not:

i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;

ii. impersonate any person or entity; falsely claim an affiliation with any person or entity; access the Ollie Services accounts of others without permission; forge another person's digital signature; misrepresent the source, identity, or content of information transmitted via the Ollie Services; or perform any other similar fraudulent activity;

iii. send junk mail or spam to users of the Ollie Services, including without limitation unsolicited advertising, promotional materials, or other solicitation material; bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests); and other similar activities;

iv. harvest or collect email addresses or other contact information of other users from the Ollie Services;

v. defame, harass, abuse, bully, threaten, or defraud users of the Ollie Services, or collect or attempt to collect, personal information about users or third parties without their consent;

vi. delete, remove, circumvent, disable, damage, or otherwise interfere with (a) security-related features of the Ollie Services or User Content, (b) features that prevent or restrict use or copying of any content accessible through the Ollie Services, (c) features that enforce limitations on the use of the Ollie Services or User Content, or (d) the copyright or other proprietary rights notices on the Ollie Services or User Content;

vii. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Ollie Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence;

viii. modify, adapt, translate, or create derivative works based upon the Ollie Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

ix. interfere with or damage the operation of the Ollie Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

x. relay email from a third party's mail servers without the permission of that third party;

xi. access any website, server, software application, or other computer resource owned, used, and/or licensed by Ollie, including but not limited to the Ollie Services, by means of any robot, spider, scraper, crawler, or other automated means for any purpose, or bypass any measures

Ollie may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used, and/or licensed by Ollie, including but not limited to the Ollie Services;

xii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Ollie Services;

xiii. interfere with or disrupt the Ollie Services or servers or networks connected to the Ollie Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Ollie Services; use the Ollie Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Ollie Services, or that could damage, disable, overburden, or impair the functioning of the Ollie Services in any manner;

xiv. use or attempt to use another user's account without authorization from that user and Ollie;

xv. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Ollie Services that you are not authorized to access;

xvi. attempt to indicate in any manner, without our prior written permission, that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and

xvii. use the Ollie Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.

To the extent permitted by applicable law, Ollie takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is Ollie liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter when using the Ollie Services. Your use of the Ollie Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Ollie Services will not contain any content that is prohibited by such rules.

Ollie is not liable for any statements or representations included in User Content. Ollie does not endorse any User Content, opinion, recommendation, or advice expressed therein, and Ollie expressly disclaims any and all liability in connection with User Content. To the fullest extent permitted by applicable law, Ollie reserves the right to remove, screen, or edit any User Content posted or stored on the Ollie Services at any time and without notice, including where such User Content violates these Terms of Service or applicable law, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Ollie Services at your sole cost and expense. Any use of the Ollie Services in violation of the

foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Ollie Services.

For Residents of the Republic of Korea, except in the case where Ollie reasonably considers that giving notice is legally prohibited (for instance, when providing notice would either (i) violate applicable laws, regulations, or orders from regulatory authorities or (ii) compromise an ongoing investigation conducted by a regulatory authority) or that any notice may cause harm to you, third parties, Ollie, and/or its affiliates (for instance, when providing notice harms the security of the Ollie Services), Ollie will without delay notify you of the reason for taking the relevant step.

11. Respecting Copyright

Ollie respects the intellectual property of others and follows the requirements set forth in the Digital Millennium Copyright Act (“DMCA”) and other applicable laws. If you are the copyright owner or agent thereof and believe that content posted on the Ollie Services infringes upon your copyright, please submit a notice following our [DMCA Guidelines](#), which include further information about our policies, what to include in your notice, and where to submit your notice.

12. Trademarks

Ollie, the Ollie logos, and any other product or service name, logo, or slogan used by Ollie, and the look and feel of the Ollie Services, including all page headers, custom graphics, button icons, and scripts, are trademarks or trade dress of Ollie, and may not be used in whole or in part in connection with any product or service that is not Ollie’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Ollie, without our prior written permission. Any use of these trademarks must be in accordance with the [Ollie Trademark Guidelines](#).

All other trademarks referenced in the Ollie Services are the property of their respective owners. Reference on the Ollie Services to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us or any other affiliation.

13. Third-Party Content

In addition to the User Content, Ollie may provide other third-party content on the Ollie Services (collectively, the “Third-Party Content”). Ollie does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware

that we do not create Third-Party Content, update, or monitor it. Therefore we are not responsible for any Third-Party Content on the Ollie Services.

You are responsible for deciding if you want to access or use third-party websites or applications that link from the Ollie Services (the “Reference Sites”). Ollie does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites, and makes no representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Ollie Services are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

14. Idea Submission

By submitting ideas, suggestions, documents, and/or proposals (the “Submissions”) to Ollie or its employees, you acknowledge and agree that Ollie shall be entitled to use or disclose such Submissions for any purpose in any way without providing compensation or credit to you.

15. Termination

To the fullest extent permitted by applicable law, Ollie reserves the right, without notice and in our sole discretion, to terminate your license to use the Ollie Services (including to post User Content) and to block or prevent your future access to and use of the Ollie Services, including where we reasonably consider that: (a) your use of the Ollie Services violates these Terms of Service or applicable law; (b) you fraudulently use or misuse the Ollie Services; or (c) we are unable to continue providing the Ollie Services to you due to technical or legitimate business reasons. Our right to terminate your license includes the ability to terminate or to suspend your access to any purchased products or services, including any subscriptions or events. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with: (i) the Ollie Services, (ii) any term of these Terms of Service, (iii) any policy or practice of Ollie in operating the Ollie Services, or (iv) any content or information transmitted through the Ollie Services, is to terminate your account and to discontinue use of any and all parts of the Ollie Services.

For residents of the Republic of Korea, except in the case where Ollie reasonably considers that giving notice is legally prohibited (for instance, when providing notice would either (i) violate applicable laws, regulations, or orders from regulatory authorities or (ii) compromise an ongoing investigation conducted by a regulatory authority) or that any notice may cause harm to you, third parties, Ollie, and/or its affiliates (for instance, when providing notice harms the security of the Ollie Services), Ollie will without delay notify you of the reason for taking the relevant step.

16. Disputes

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Ollie, its affiliated companies, and each of our respective contractors, employees, officers, directors, agents, third-party suppliers, licensors, and partners (individually and collectively, the “Ollie Parties”) from any claims, losses, damages, demands, expenses, costs, and liabilities, including legal fees and expenses, arising out of or related to your access, use, or misuse of the Ollie Services, any User Content you post, store, or otherwise transmit in or through the Ollie Services, your violation of the rights of any third party, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. You agree to promptly notify the Ollie Parties of any third-party claim, and Ollie reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Ollie, and you agree to cooperate with Ollie’s defense of these claims. Ollie will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Disclaimers; No Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE OLLIE SERVICES AND THE CONTENT AND MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY OLLIE; (B) THE OLLIE PARTIES DISCLAIM ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE OLLIE SERVICES, INCLUDING ANY INFORMATION, CONTENT, OR MATERIALS CONTAINED THEREIN; (C) OLLIE DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OR MATERIALS ON THE OLLIE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE; (D) OLLIE IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO TEXT OR PHOTOGRAPHY; AND (E) WHILE OLLIE ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE OLLIE SERVICES SAFE, OLLIE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE OLLIE SERVICES OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OLLIE OR THROUGH THE OLLIE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Limitation of Liability and Damages

i. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL OLLIE OR THE OLLIE PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, OR

CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE OLLIE SERVICES, THE CONTENT OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM OLLIE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO OLLIE'S RECORDS, PROGRAMS, OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF OLLIE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE OLLIE SERVICES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE OLLIE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER. TO THE EXTENT THAT APPLICABLE LAW PROHIBITS LIMITATION OF SUCH LIABILITY, OLLIE SHALL LIMIT ITS LIABILITY TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

ii. Reference Sites

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN OLLIE AND RECEIVED THROUGH OR ADVERTISED ON THE OLLIE SERVICES OR RECEIVED THROUGH ANY REFERENCE SITES.

iii. Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT OLLIE HAS OFFERED THE OLLIE SERVICES, USER CONTENT, MATERIALS, AND OTHER CONTENT AND INFORMATION, SET ITS PRICES, AND ENTERED INTO THESE TERMS OF SERVICE IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND OLLIE, AND THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND OLLIE. OLLIE WOULD NOT BE ABLE TO PROVIDE THE OLLIE SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

Applicable Law and Venue

(i) To the fullest extent permitted by applicable law, you and Ollie agree that if you are a Subscribing Organization or a consumer resident of a jurisdiction other than those in (ii) below, the following governing law and arbitration provision applies:

PLEASE READ THE FOLLOWING CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH OLLIE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM OLLIE.

You and Ollie agree to arbitrate any dispute arising from these Terms of Service or your use of the Ollie Services, except that you and Ollie are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Ollie agree that you will notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Ollie shall be sent to: Ollie Technologies, Inc., Attn: Legal, 1249 Dolores Street, San Francisco, CA 94110. You and Ollie further agree: to attempt informal resolution prior to any demand for arbitration; that any arbitration will occur in Santa Clara County, California; that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and that the state or federal courts in Santa Clara County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by this Agreement and the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Ollie will not commence against the other a class action, class arbitration, or other representative action or proceeding.

(ii) If you are a resident in any jurisdiction in which the provision in the section above is found to be unenforceable, then any disputes, claims, or causes of action arising out of or in connection with these Terms of Service will be governed by and construed under the laws of your jurisdiction of residence, and shall be resolved by competent civil courts within your jurisdiction of residence.

Claims

YOU AND OLLIE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE OLLIE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17. Miscellaneous

Waiver

If we fail to exercise or enforce any right or provision of these Terms of Service, it will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by the relevant party.

Severability

If any provision of these Terms of Service is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms of Service to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Ollie without restriction. Any assignment attempted to be made in violation of this Terms of Service shall be void.

Survival

Upon termination of these Terms of Service, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 7, 8, 11, 12, and 15-17.

Entire Agreement

The Terms of Service, which incorporate the Terms of Sale and the Community Guidelines, is the entire agreement between you and Ollie relating to the subject matter herein and will not be modified except by a writing signed by authorized representatives of both parties, or by a change to these Terms of Service made by Ollie as set forth in Section 6 above.

18. Requests for Information and How to Serve a Subpoena

All requests for information or documents related to potential, anticipated, or current legal proceedings, investigations, or disputes must be made using the appropriate level of legal process, and must be properly served on Ollie via The Company Corporation (TCC), Ollie's national registered agent. Please find below the Delaware address for TCC (the TCC office in your jurisdiction may be located through the Secretary of State's website):

Ollie Technologies, Inc.
c/o The Company Corporation
251 Little Falls Drive
Wilmington, DE 19808
New Castle County

Please note that Ollie does not accept requests for information or documents, or service of process, via e-mail or fax and will not respond to such requests. All requests must include the information you may have that will help us identify the relevant records (particularly, the Ollie

Service at issue, e.g., www.ollie.ooo, and the username at issue, e.g., the Ollie username), the specific information requested, and its relationship to your investigation. Please also note that limiting your request to the relevant records (e.g., a limited time period) will facilitate efficient processing of your request.

The Ollie Services are offered by Ollie Technologies, Inc., located at: 1249 Dolores Street, San Francisco, CA 94110 and email: info@ollie.ooo. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.