

SWINGER SAFARI END USER LICENSE AGREEMENT AND TERMS OF SERVICE

I. Agree to be Bound. This Swinger Safari End User License Agreement and Terms of Service (this Agreement”) is a binding agreement between you, and if applicable your spouse, the end user of the Swinger Safari software (“Swinger Safari App”) and user of the Services as more fully defined below (hereinafter, “You”, “Your”) and Buzzaird Enterprises, Inc., DBA Swinger Safari (hereinafter, “Company”, “Swinger Safari”, “We”, or “Us”). By clicking on the “Accept” button, You agree to be bound by the terms and conditions set forth set forth herein.

II. Licensed Software. The Swinger Safari App is licensed, not sold, to You for use only under the terms of this Agreement. Swinger Safari reserves all rights not expressly granted to You, and no rights in the Swinger Safari App arise by implication, estoppel or otherwise.

a. Scope of License. This license granted to You for the Swinger Safari App is a non-exclusive non-transferable license to use the Swinger Safari App on any mobile device (e.g. smartphone, tablet computer) that you own or control. You may not distribute or make the Swinger Safari App available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Swinger Safari App. The Swinger Safari App is provided in the form of executable code only. You may not copy (except as expressly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Swinger Safari App, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Swinger Safari App). Any attempt to do so is a violation of the rights of Swinger Safari and/or its licensors.

b. Updates/Upgrades. The terms of the license in this Section II will govern any updates or upgrades provided by Swinger Safari that replace and/or supplement a previously installed version, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

c. App Stores. You acknowledge and agree that the Swinger Safari App may be provided through electronic distribution channels, including but not limited to the App Store operated by Apple, Inc. and Google Play operated by Google. You acknowledge that this Agreement is only between You and Swinger Safari and each electronic distribution channel may have its own terms and conditions which it may impose on You before you can download the Swinger Safari App. These additional terms and conditions are separate and apart from this Agreement and are outside of the control of Swinger Safari.

b. Consent to Use of Data: You agree that Swinger Safari may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Swinger Safari App. Swinger Safari may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

c. Feedback and Support. If you contact Swinger Safari for support, or provide Us feedback, We may collect your name and email address as well as any other content in Your feedback or request for support so that We may send You a reply. If You contact Us for support, we collect certain technical diagnostic data, e.g. your phone model. You hereby agree to the collection of such information.

d. Services; Third Party Materials. The Swinger Safari App may enable access to Swinger Safari's services and web sites (collectively and individually, "Services") including, but not limited to access to content and materials provided by users of the Services ("User Content"). User Content may include but is not limited to pictures, notes, alerts, comments, suggestions, postings of any kind, etc. Use of the Services may require Internet access. The Services are subject to the terms of service set forth in Section III of this Agreement.

III. Terms of Service.

a. Age Restrictions. No persons under the age of eighteen (18) years (or twenty-one (21) years in any jurisdiction where 18 years is not the age of majority) may use the Services. You represent and warrant that you are currently eighteen (18) years of age or older (twenty-one (21) years of age in any jurisdiction where 18 years is not the age of majority).

b. Account Registration. You must create an account with Swinger Safari to access certain portions of the Services. We may require You to provide an email address, password in conjunction with the creation of Your account. If You register for an account with Swinger Safari, You represent and warrant that: (a) all required registration information You submit is truthful and accurate; and (b) You will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Swinger Safari account login information and the security of your mobile device, and are fully responsible for all activities that occur under Your Swinger Safari account. You agree to immediately notify Swinger Safari of any unauthorized use, or suspected unauthorized use of Your Swinger Safari account or any other breach of security. Swinger Safari cannot and will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

c. Offensive Material. You understand that by using any of the Services, You may encounter content, including User Content, that may be deemed offensive, indecent, or objectionable by You, and that the use of the Swinger Safari App may automatically and unintentionally generate links, references to, or display objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that the Swinger Safari shall not have any liability to You for content that may be found by You to be offensive, indecent, or objectionable, and Swinger Safari shall have no obligation to remove or otherwise prevent or limit access to such content.

d. Usage Restrictions. You acknowledge and agree to the following usage restrictions:

- i. that You will not use the Services to stalk, harass, abuse, defame, threaten, defraud, collect or attempt to collect personal information about, other users of the Services;
- ii. that You will not use the Services for any commercial or non-private use;

- iii. that You will not make any unsolicited offers, advertisements, proposals, send junk email, chain letters, informational announcements, petitions for signature, charity requests to, or spam other users of the Service;
- iv. that You will not access the Swinger Safari accounts of other users of the Services;
- v. that You will not impersonate any other person or entity or falsely claim an affiliation with an entity or person;
- vi. that You will not misrepresent the source or identity of any information or material or the content thereof that is communicated using the Services;
- vii. that You will not disable, circumvent, damage, destroy or otherwise interfere with any: (A) security-related functions of the Service; (B) functions that limit or restrict use or copying of content accessible through the Services; or (C) functions that restrict or limit use of the Services;
- ix. that You will not intentionally interfere with or damage operation of the Services or any other user's enjoyment of them, by any means, including but not limited to uploading or otherwise disseminating viruses, worms, or other malicious code;
- x. that You will not post, store, send, communicate, or disseminate any information or material which infringes any trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
- xi. that You will not attempt to gain unauthorized access to the Services, or any part of it, other accounts, computer systems or networks connected to the Services, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;
- xii. that You will not use any robot, spider, scraper or other automated means to access the Services for any purpose or bypass any measures Swinger Safari may use to prevent or restrict access to the Services;
- xiii. that You will not modify the Services in any manner or form, nor use modified versions of the Services, including but not limited for the purpose of obtaining unauthorized access to the Services.

e. User Content

- i. License Granted to Us. You hereby grant to Swinger Safari a non-exclusive, worldwide, fully paid up, royalty-free, irrevocable, transferrable, sub-licensable license to publicly display, copy, distribute in copies, make derivative works of, publicly perform and otherwise use any of Your User Content. You expressly and irrevocably waive any right of attribution or moral rights with respect to Your User Content.
- ii. No third-party content; Compliance with Laws and Agreement. You represent and warrant that: (A) Your User Content is free of any material in which (1) a third party has a claim of proprietorship giving rise to a duty of accounting or (2) may be owed a payment of a fee or royalty thereon; (B) does not infringe the intellectual property or privacy rights of any third-party, including but not limited to the use of the name or depiction of an image of a third party without their express written permission; (C) complies with all applicable laws; and (D) complies with the terms and conditions of this Agreement.
- iii. Personally Identifiable Information (PII). Except as provided in conjunction with providing You support or a response to Your feedback, or notifications under the Digital Millennium Copyright Act, as set forth in Section VII, Swinger Safari does not solicit PII. To the extent Your User Content includes PII, You acknowledge and agree Swinger Safari is under no obligation to monitor the access or use of such PII by other users of the Services, or otherwise,

remove or disable access to such PII by other users, even if You request its removal or disabling. You bear the entire risk associated with any PII that you include in Your User Content.

iv. User Content Provided by Other Users.

(A) User Content is owned by the respective user that provided it, subject to Swinger Safari's license with respect thereto under this Agreement.

(B) You acknowledge and agree not to copy, share, duplicate or otherwise use the User Content of other users without such user's express written consent or as otherwise provided for in this Agreement.

v. No Obligation to Monitor. You are solely responsible for Your User Content. Swinger Safari may, but is not obligated to, monitor Your User Content or the User Content of other users for inappropriate content, and may, but is not obligated to deny the posting of Your User Content it deems inappropriate. If, in its sole discretion, Swinger Safari chooses to monitor User Content, Swinger Safari nonetheless assumes no responsibility for the content of User Content, no obligation to modify, remove or otherwise deny access to User Content, except as may be otherwise be expressly provided in this Agreement. Swinger Safari makes no warranties, express or implied with respect to User Content or to the as to the accuracy, appropriateness, reliability or otherwise thereof. The foregoing notwithstanding, Swinger Safari reserves the right to prohibit You from providing User Content or to edit, restrict or remove User Content for any reason at any time.

f. Profile Guidelines. You agree to adhere to the following guidelines with respect to profile images and content provided by You:

i. Primary Images and Content (Profile Snapshot): .

(A) No images of persons under the age of eighteen (18).

(B) No sexually explicit images and/or content either real, simulated or partially obscured.

(C) No images and/or content used to advertise services, goods, websites or apps.

(D) No images and/or content that promote illegal activity.

(E) No images and/or content that promotes racism, bigotry, hatred or physical harm against any group or individual.

(F) No images and/or content that infringe a third party right's including but not limited to copyrights, trademark rights and privacy rights.

ii. Secondary Images and Content (Photo/Image Gallery)

(A) No images and/or content used to advertise services, goods, websites or apps.

(B) No images of anyone under the age of eighteen (18).

(C) No images and/or content that promote illegal activity.

(D) No images and/or content that promotes racism, bigotry, hatred or physical harm against any group or individual.

(E) No images and/or content that infringe a third party right's including but not limited to copyrights, trademark rights and privacy rights.

As used in herein, "Primary Images and Content" means any images and/or content that You include on Your profile snapshot or cover page, and "Secondary Images and Content" means any image and/or content that You include in Your photo or image gallery and profile description. You acknowledge and agree that no Secondary Images and Content shall appear in your profile

snapshot and/or profile landing/cover page and Secondary Images and Content shall be accessible only to other users who open a hyperlink to Your photo/image gallery and/or profile description.

g. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. By using the Services, You acknowledge and agree that Swinger Safari is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Swinger Safari does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any services offered by any third-party, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. If location data is provided by any Services, location data is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Swinger Safari, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness location data displayed by any Services.

h. You agree that Services may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright and trademark, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Swinger Safari is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

i. Swinger Safari Intellectual Property. The copyright and other intellectual property rights, including rights in trademarks, trade secrets, patents, industrial designs and databases, (collectively “IP Rights”) in the Swinger Safari App are owned by Buzzaird Enterprises, Inc. and/or its licensors. The IP Rights in the Services, include but are not limited to rights in the Swinger Safari supplied content, visual interfaces, web pages, designs, logos, and databases (“Materials”). Except as expressly granted in this Agreement, You agree not to copy, modify, publicly perform, publicly display, distribute, or make unauthorized use of the Materials..

IV. Limitation of Liabilities, Disclaimer of Warranties, Release

a. **NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF SWINGER SAFARI APP AND/OR SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SWINGER SAFARI APP AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND,**

AND SWINGER SAFARI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SWINGER SAFARI APP AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SWINGER SAFARI DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SWINGER SAFARI APP OR SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, OR IN CONJUNCTION WITH THE SWINGER SAFARI APP WILL MEET YOUR REQUIREMENTS, THAT THE SWINGER SAFARI APP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SWINGER SAFARI APP OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SWINGER SWAFARI OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SWINGER SAFARI APP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

b. LIMITATION OF LIABILITY: TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SWINGER SAFARI BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SWINGER SAFARI APP OR SERVICES, HOWEVER CAUSED, THE USE DISPLAY OR MAINTENANCE OF YOUR LOCATION, ANY OTHER INTERACTIONS WITH SWINGER SAFARI OR ANY OTHER USER OF THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SWINGER SAFARI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SWINGER SAFARI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNTS PAID TO SWINGER SAFARI FOR THE SWINGER SAFARI APP. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN SUCH CASES YOU AGREE THAT SWINGER SAFARI'S LIABILITY WILL BE LIMITED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

c. You acknowledge and agree that Swinger Safari has set its prices and entered into this Agreement in reliance upon the foregoing warranty disclaimer and limitations of liability and You further acknowledge and agree that such warranty disclaimers and limitations of liability reflect a reasonable and fair allocation of the risk between You and Swinger Safari, and the foregoing

warranty disclaimers and limitations of liability form an essential basis of the bargain between You and Swinger Safari.

d. You hereby release and forever discharge Swinger Safari, its, officers, employees, agents, licensors, licensees, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, (1) any interactions with, or act or omission of, or User Content provided by, other Swinger Safari users or (2) any third party site, products, services, and links included on or accessed through the Swinger Safari App or Services. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

V. Representations, Warranties; Indemnification

a. Representations and Warranties. You represent and warrant that: (a) You are over eighteen (18) years of age (or twenty-one (21) years in any jurisdiction where 18 years is not the age of majority); (b) have the legal capacity to enter into this Agreement; (c) You have the right to provide the User Content to Swinger Safari and grant the licenses set forth above; (d) that Swinger Safari will not need to obtain licenses from third-parties or pay royalties to any third-party with respect to Your User Content; (d) Your User Content does not infringe rights of any third party including but not limited to the intellectual property rights or privacy rights of such party; (e) Your User Content is not in contravention of any applicable law.

b. Indemnification. You agree to indemnify and hold Swinger Safari, its directors, officers, employees, agents, suppliers, licensors, licensees, and other users harmless from and against any and all claims, suits actions liabilities, injuries, damages, losses or expenses (including but not limited to attorney’s fees and costs) that arise under, from or in any way, directly or indirectly, relate to: (i) Your failure to comply with any provision of this agreement; (ii) Your use of the Swinger Safari App and/or Services, including but not limited to economic, physical, emotional, psychological or privacy related considerations; and (iii) a violation or infringement of a third-party intellectual property right.

VII. Termination. This Agreement is effective until terminated by You or Swinger Safari. Your rights under this Agreement will terminate automatically without notice from the Swinger Safari if You fail to comply with any term(s) of this Agreement. Upon termination of this Agreement, You shall cease all use of the Swinger Safari App, and destroy all copies, full or partial, of the Swinger Safari App. Upon termination of this Agreement, Swinger Safari may remove or otherwise make unavailable Your profile and any other user-supplied information provided by You in conjunction with the Services.

VII. DMCA Takedown Notice.

a. It is Swinger Safari's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (DMCA). Swinger Safari will promptly terminate without notice Your account if You are determined by Swinger Safari to be a "repeat infringer." A repeat infringer is a user who has been notified by Swinger Safari of infringing activity violations more than twice and/or who has had a User Content removed from the Services more than twice.

b. If You believe that any content hosted on the Services infringes your copyrights, then you may submit a notification pursuant to the DMCA by providing Swinger Safari's Designated Copyright Agent with the following information in writing:

- i.) Your name, address, telephone number and email address.
- ii.) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the applicable Services are covered by a single notification, a representative list of such works on the applicable Services.
- iii.) Identification of the 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 Swinger Safari to locate the material.
- iv.) A statement that You have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its owner or the law.
- v.) A statement by You that the information in your notice is accurate and, UNDER PENALTY OF PERJURY You are the copyright owner or authorized to act on the copyright owner's behalf. (For example, "I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) that is allegedly infringed by the aforementioned content.").
- vi.) Your electronic or physical signature or the signature of the person authorized to act on behalf of the owner of the copyright interest.

d. Swinger Safari's Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows:

Attention: Copyright Agent
Address of Agent: Email: Legal@SwingerSafari.com

For clarity, only DMCA notices should go to the Swinger Safari Designated Copyright Agent. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

e. Counter Notification. If you believe that your material has been removed by mistake or misidentification, please provide Swinger Safari with a written counter-notification containing the following information in writing:

- i.) Your name, address and telephone number.
- ii.) A description of the material that was removed and the location where it previously appeared.

iii.) A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.

iv.) statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, any judicial district in which Swinger Safari may be found (which includes the United States District Court for the Western district of Texas), and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person.

v.) Your electronic or physical signature.

You may submit this information to Swinger Safari's Designated Copyright Agent as follows:

Attention: Copyright Agent
Address of Agent: Email: Legal@SwingerSafari.com

Please note that we will provide complete counter-notifications to the person making the DMCA claim. **That person may elect to file a lawsuit against you for copyright infringement.** If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we will restore the disabled materials. Until that time, your materials will remain disabled.

In filing a DMCA notice or counter-notification, please make sure that you have complied with all of the above requirements. If We request additional information necessary to make Your notice or counter-notification complete, please provide that information promptly. If You fail to comply with all of the requirements, Your notification or counter-notification may not be processed.

If You have questions about the legal requirements of a DMCA notice, please contact an attorney or see Section 512(c)(3) of the U.S. Copyright Act, 17, U.S.C. § 512(c)(3). If You have questions about the legal requirements of a DMCA counter-notification, please contact an attorney or see Section 512(g)(3) of the U.S. Copyright Act, 17, U.S.C. § 512(g)(3).

VIII. Miscellaneous.

a. Export Control. You may not use or otherwise export or re-export the Swinger Safari App except as authorized by United States law and the laws of the jurisdiction in which the Swinger Safari App was obtained. In particular, but without limitation, the Swinger Safari App may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

b. Governing Law. The laws of the State of Texas, without regard to its conflicts of law provisions, govern this Agreement. The Uniform Commercial Code (UCC), Uniform Computer Information Transaction Act (UCITA) and the United Nations Convention of Controls for International Sales of Goods (CISG) shall not apply to this Agreement.

c. Jurisdiction and Venue. In any arising arising out of this Agreement, jurisdiction and venue shall be in any court of competent jurisdiction within Travis County, Texas. In any such action, You and Swinger Safari hereby irrevocably waive any right to a trial by jury.

d. Amendment, Modification. This Agreement may be modified from time to time by Swinger Safari.

e. Severability; Waiver.

i.) If any provision of this agreement is determined to be unenforceable as a result of any proceeding (e.g., any arbitration or other proceeding, including any legal proceeding in court or before an administrative agency), that provision shall be deemed to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be so modified, that provision will be severed and deleted from this agreement, and the remainder of the agreement will continue in effect.

ii.) Any waiver of any provision of this agreement, intentional or otherwise, shall not be deemed a waiver of any other provisions of this agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver, nor shall it deprive that party of the right to insist later on adherence thereof, or thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing to be effective.

f. No Rule of Strict Construction. Notwithstanding the fact Swinger Safari drafted this agreement, no rule of strict construction shall be applied against Swinger Safari.

g. Assignment; No Third Party Beneficiaries. This Agreement may be transferred or assigned by Swinger Safari without restriction and without notice to You. You may not assign or transfer Your right and obligations under this Agreement. Any attempt by You to transfer this Agreement is void or voidable. This Agreement is not intended to benefit or be enforceable by any third party.

h. Entire Agreement. This Agreement shall constitute the entire agreement between You and Swinger Safari in relation to the subject matter hereof and shall supersede all previous agreements and understandings between You and Swinger Safari with respect thereto.

i. Headings. Section and paragraph headings used in this Agreement are intended primarily for reference and shall not by themselves determine the construction or interpretation of this Agreement or any portion hereof.

j. Notices. Swinger Safari may provide you with notices, including those regarding changes to this Agreement, by email, regular mail or postings on the Swinger Safari web site. Regular mail may be sent to:

BUZZAIRD ENTERPRISES, INC
3350 LAKELINE BLVD
SUITE # 170-1110
LEANDER TX 78641

Privacy policy

1. Introduction

- 1.1 We are committed to safeguarding the privacy of our application visitors; in this policy we explain how we will treat your personal information.

2. Credit

- 2.1 This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

3. Collecting personal information

- 3.1 We may collect, store and use the following kinds of personal information:
 - (a) information about your device and about your visits to and use of this application (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and application navigation paths);
 - (b) information that you provide to us when registering with our application (including your email address);
 - (c) information that you provide when completing your profile on our application (including your name, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details);
 - (d) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);
 - (e) information that you provide to us when using the services on our application, or that is generated in the course of the use of those services (including the timing, frequency and pattern of service use);
 - (f) information relating to any purchases you make of our services OR any other transactions that you enter into through our application (including your name, address, telephone number, email address and card details);
 - (g) information contained in or relating to any communication that you send to us or send through our application (including the communication content and metadata associated with the communication); and
 - (h) any other personal information that you choose to send to us.

3.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

4. Using personal information

4.1 Personal information submitted to us through our application will be used for the purposes specified in this policy or on the relevant pages of the application.

4.2 We may use your personal information to:

- (a) administer our application and business;
- (b) personalize our application for you;
- (c) enable your use of the services available on our application;
- (d) send you goods purchased through our application;
- (e) supply to you services purchased through our application;
- (f) send statements, invoices and payment reminders to you, and collect payments from you;
- (g) send you non-marketing commercial communications;
- (h) send you email notifications that you have specifically requested;
- (i) send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
- (j) send you marketing communications relating to our business [or the businesses of carefully-selected third parties] which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- (k) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);
- (l) deal with enquiries and complaints made by or about you relating to our application;
- (m) keep our application secure and prevent fraud; and
- (n) verify compliance with the terms and conditions governing the use of our application (including monitoring private messages sent through our application's private messaging service).

4.3 If you submit personal information for publication on our application, we will publish and otherwise use that information in accordance with the licence you grant to us.

- 4.4 Your privacy settings can be used to limit the publication of your information on our application, and can be adjusted using privacy controls on the application.
- 4.5 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.
- 4.6 All our application financial transactions are handled through our payment services provider, *Signature Card Services*. You can review the provider's privacy policy at <http://signaturecard.com/privacy.html>. We will share information with our payment services provider only to the extent necessary for the purposes of processing payments you make via our application, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

5. Disclosing personal information

- 5.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.
- 5.2 We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this policy.
- 5.3 We may disclose your personal information:
 - (a) to the extent that we are required to do so by law;
 - (b) in connection with any ongoing or prospective legal proceedings;
 - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
 - (d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
 - (e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.
- 5.4 Except as provided in this policy, we will not provide your personal information to third parties.

6. International data transfers

- 6.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.

- 6.2 Information that we collect may be transferred to the following countries which do not have data protection laws equivalent to those in force in the European Economic Area: the United States of America, Russia, Japan, China and India.
- 6.3 Personal information that you publish on our application or submit for publication on our application may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.
- 6.4 You expressly agree to the transfers of personal information described in this Section 6.

7. Retaining personal information

- 7.1 This Section 7 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.
- 7.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 7.3 Without prejudice to Section 7.2, we will usually delete personal data falling within the categories set out below at the date/time set out below:
 - (a) *All personal data will be deleted after 12 months of inactivity.*
- 7.4 Notwithstanding the other provisions of this Section 7, we will retain documents (including electronic documents) containing personal data:
 - (a) to the extent that we are required to do so by law;
 - (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
 - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

8. Security of personal information

- 8.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- 8.2 We will store all the personal information you provide on our secure (password- and firewall-protected) servers.
- 8.3 All electronic financial transactions entered into through our application will be protected by encryption technology.
- 8.4 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

8.5 You are responsible for keeping the password you use for accessing our application confidential; we will not ask you for your password (except when you log in to our application).

9. Amendments

9.1 We may update this policy from time to time by publishing a new version on our website.

9.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

9.3 We may notify you of changes to this policy by email or through the private messaging system on our application.

10. Your rights

10.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:

(a) the payment of a fee (currently fixed at USD \$100); and

(b) the supply of appropriate evidence of your identity [(for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address)].

10.2 We may withhold personal information that you request to the extent permitted by law.

10.3 You may instruct us at any time not to process your personal information for marketing purposes.

10.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

11. Third party websites

11.1 Our application includes hyperlinks to, and details of, third party websites.

11.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

12. Updating information

12.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

13. Our details

13.1 This application is owned and operated by Buzzaird Enterprise, Inc.

13.2 We are registered in the United States of America and our registered office is at:
3350 LAKELINE BLVD # 170-1110
LEANDER TX 78641

13.4 You can contact us:

- (a) by post, using the postal address given above;
- (b) using our website contact form;
- (d) by email, using Info@SwingerSafari.com.

Refund Policy

Thank you for being a member of Swinger Safari and purchasing premium features within our application. If you are not satisfied with your purchase, we are here to help.

All requests for refunds must be made within 30 calendar days of the purchase date.

If you would like to initiate a refund for your purchase, please contact Commerce@SwingerSafari.com and provide the following details:

- Your Full Name
- Your Member Name on Swinger Safari
- The e-mail address associated with your member account
- Your purchase amount
- Your purchase date
- The detailed reason why you are submitting for a refund

Your refund will be processed within 10 days of receipt of all of the above required information and will include a reduction of any fees charged to Swinger Safari by PayPal, Signature Card Services, and/or Merrick Bank.