

Curate™ Beta License

Curate™ is an online content creation service (the “**Service**”) with a mobile application (the “**App**”) developed by Curate, LLC (the “**Company**”).

The Company has asked you to participate in a pre-release test of Curate (the “**Beta**” test) and to provide feedback to help it improve Curate. The Company may end the Beta test at any time in its sole discretion by giving you notice or disabling Curate.

Terms and Conditions: Curate is provided on the following terms, conditions, and restrictions:

- You may not use Curate to share any content that is illegal, offensive or violates social norms, as determined by the Company in its sole discretion. Curate may destroy content that violates this restriction.
- You may not share the App or any access codes provided to you by Curate with any person other than your friends and family who you invite to participate in the Beta test with you.
- You acknowledge that Curate will use the information generated by your participation in the Beta test to improve Curate. Curate may use the information generated by your use of Curate and any feedback you provide to improve Curate without payment of any compensation to you.
- Curate is provided **AS IS**, with no representations or warranties whatsoever. **The Company disclaims any implied representations or warranties, such as any implied warranty of merchantability or fitness for a particular purpose.** Curate may not be error free or completely secure.
- The content you create using Curate may not be available to you following the Beta period.
- You may not use the App other than in connection with the Service; you may not use Curate for any purpose other than to test Curate and provide feedback to the Company.
- You may not disclose your participation in the Beta test or any other information about Curate, the Company, or the Beta test other than to your friends and family who you invite to participate in the Beta test with you.

Privacy:

The Company will not share any personal data about you with anyone other than: (i) the people in the Curate circles you establish as part of your use of Curate; (ii) its contractors and consultants who have been hired to help the Company provide Curate and manage its business, and who have agreed to written confidentiality obligations; (iii) law enforcement or regulatory agencies to respond to a request or as necessary to address a legal risk.

Copyright Infringement

The Company responds to notice of alleged infringement in accordance with the Digital Millennium Copyright Act (“DMCA”). If you believe that content published by a Curate user has infringed your copyright, please provide us with a written notice that includes all of the information listed below.

1. Your first and last name
2. Your contact information for the Company to communicate with you about your notice, such as an email address or physical mailing address. Please feel free to include your phone number if it is o.k. for the Company to call you about your notice

3. If you are not the owner of the copyright, the name of the owner
4. A description of the copyrighted work. If the copyrighted work is published online, the url where the work can be viewed
5. A description of where or how the material has been used on Curate
6. Any additional information that will help us understand the basis of your claim of infringement
7. A statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright owner, an agent of the copyright owner, or the law
8. A statement by you representing 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
9. Your physical or electronic signature

You should submit your notice to:

Curate, LLC
Attn: Legal Notices, Notice of Copyright Infringement
110 E Houston St 7th floor,
San Antonio, TX 78205

You may wish to confer with a lawyer before sending us this notice. Copyright law may allow a person to use a work in certain ways without the copyright owner's permission. Section 512(f) of the DMCA states that a person who knowingly materially misrepresents that material is infringing is subject to liability for damages, including costs and attorneys' fees incurred by the alleged infringer.

We will share your notice with our user, and may also share the notice with others. Your notice may be made public.

We will respond to any counter-notices that our user may provide.