

Facebook Accelerator Berlin Program Terms

NO PURCHASE NECESSARY TO APPLY OR RECEIVE BENEFITS IN THIS PROGRAM. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING ACCEPTED OR RECEIVING BENEFITS. VOID WHERE PROHIBITED BY LAW.

PARTICIPANTS MAY BE REQUIRED TO EXECUTE PROGRAM ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN TWO (2) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION (OR OTHER SPECIFIED TIMEFRAME IN NOTIFICATION) OR BENEFITS MAY BE FORFEITED (IN PROGRAM ENTITIES' SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.

BY APPLYING TO THIS PROGRAM, APPLICANT AGREES TO THESE PROGRAM TERMS ("TERMS"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE APPLYING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROGRAM ENTITIES FROM THE APPLICANT (i.e., A REQUIREMENT THAT THE APPLICANT DEFEND AND/OR REIMBURSE PROGRAM ENTITIES FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF APPLICANT'S RIGHTS AND REMEDIES.

OVERVIEW: The Facebook Accelerator Berlin Program ("**Program**") is sponsored by FCL Tech Limited ("**Facebook**" or "**Sponsor**") and is administered by Axel Springer Porsche GmbH & Co. KG ("**APX**", and collectively with Sponsor, the "**Program Entities**"). Eligible Teams (defined below) must submit an Application Form, (defined below in the "How to Apply" section) between 12:00:01 AM Central European Time ("CET") on 15 January 2020 and 11:59:59 PM CET on 15 February 2020 (the "**Application Period**"). Selected and verified Shortlist Applicants (as defined below) must travel the Facebook office located at Kemperplatz 1· 10785 Berlin Germany ("**Facebook Office**") for an interview between 27 February 2020 and 5 March 2020. Finally, those selected and verified as Participants must participate in the twelve (12) week Accelerator Program (defined below) ending 1 July 2020 (collectively the "**Participation Period**") as more fully described below. The Application Period and the Participation Period will be referred to collectively as the "**Program Period**".

ELIGIBILITY: This Program is open only to associations of two (2) or more natural persons who are, as of the date of applying, legal residents of Germany, and at least eighteen (18) years old and the age of majority in their jurisdiction of residence (each an "**Individual**" and together a "**Team**"). Where distinction is not necessary, any Individual or Team that applies or attempts to apply to this Program is referred to in these Terms as an "Applicant."

In addition, to be eligible, the Applicant must: (a) be a post-Seed to Series-A company formed or associated with a legal entity formed under the laws of Germany ("**Business**") in business for at least six (6) months; and (b) have at least one (1) full time employee (a 'full time employee' is defined as a person that maintains standard business hours working on the technology or venture-at a minimum, Monday through Friday, 9:00a.m.-5:00p.m.).

An individual person cannot be a member of more than one Team and there cannot be more than one (1) Application per Business. In addition, employees, officers, directors, members, managers, agents, and representatives of Facebook, APX and any other entities participating in the design, promotion, marketing, administration, or fulfillment of this Program, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies, judges and their employers, employees, managers, agents and representatives (collectively, the “**Released Parties**”) and any family member or member of the same household (whether or not related) of any such persons are not eligible to apply or receive benefits in this Program. For purposes of this Program, the term “family members” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

Application to this Program constitutes Applicant’s full and unconditional agreement to and acceptance of these Terms and the decisions of Program Entities, which are final and binding in all matters.

HOW TO APPLY: To apply, eligible Applicants must follow the links and instructions on the Program site (“**Registration Site**”) to submit the Program application form (“**Application Form**”) during the Application Period, which may include, without limitation:

- (i) description of the Applicant;
- (ii) description of Applicant’s product(s) and business; and
- (iii) Commitment to the Program.

The Application Form and any other content submitted to Program Entities during this Program are collectively referred to as “**Applicant Content.**” All Applicant Content must comply with the “**Submission Requirements**” detailed in that section below and otherwise comply with these Terms. Once an Application Form is actually received by Program Entities, it is referred to in these terms as an “**Application**”.

Only one (1) Application per Team, and/or Business in this Program. APX’s clock will be the official timekeeper for this Program. The Application Form must be submitted and received by Program Entities during the Application Period through the Registration Site (and for Shortlist Applicants and Participants, during the Participation Period in accordance with Program Entities’ instructions) and all participation must be in strict accordance with the instructions and restrictions on the Registration Site and in these Terms. For purposes of this Program, only Applications that are actually received and recorded through the Registration Site on the related servers during the Application Period (and for Shortlist Applicants and Participants, during the Participation Period in accordance with Program Entities’ instructions) will be considered. Other proof of submitting or attempting to submit an Application (such as, without limitation, a printed, saved or copied automated receipt confirming application receipt, a “Thanks for submitting” screen or message) does not constitute proof of actual receipt of the Application for purposes of this Program. Those who do not abide by these Terms and the instructions of Program Entities and provide all required Applicant Content may, in Program Entities’ sole discretion, be disqualified. Applications or participation may not be acknowledged and will not be returned. Applications (or participation

that does not qualify as an “Application”) that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Applications or participation made on behalf of an Applicant by a third party not affiliated or associated with that Applicant (as determined by Program Entities in their sole discretion) will be declared invalid and disqualified for this Program. No Released Party will have any responsibility or liability for any dispute regarding any Applicant, including the identity of any Individual, the composition or members of a Team, or the distribution of any benefit received among members of a Team. In the event that any dispute regarding an Application or Applicant (including those regarding the identity or members of an Applicant or any Applicant’s rights in Applicant Content) cannot be resolved to Program Entities’ satisfaction, the Application will be deemed ineligible and the Applicant disqualified. As a condition of applying to the Program, without limiting any other provision in these Terms, each Applicant gives consent for Program Entities and its agents to obtain and deliver their/its name, address and other information (without any limitation) and Application to third parties for the purpose of administering this Program and complying with applicable laws, regulations, and rules.

SUBMISSION REQUIREMENTS: Applicant Content must meet all of the following requirements, as determined by Program Entities in their sole discretion, or the associated Application, or Participant may be disqualified:

- All Applicant Content must be in English.
- Applicant must have all necessary permissions and rights to submit the Applicant Content in this Program and agrees to provide Program Entities with written confirmation of those permissions and rights within the timeframe requested, if requested.
- If the Applicant Content or any element thereof is the subject of a complaint by a third party or violates any platform policies (including, without limitation the Facebook Platform Policies), the related application or any aspect of it may be disqualified and removed.
- If Applicant Content identifies any person or third party other than Applicant, Program Entities, and companies identified by Program Entities, Applicant must have all necessary permissions and rights from the individual identified (and their parent or legal guardian, if a minor) and agrees to provide Program Entities with written confirmation of those permissions and rights within the timeframe requested, if requested.
- The Applicant Content may NOT create or imply any association between Program Entities and any individual, entity, or anyone else or his, her, or its products or services.
- Other than Applicant and the Program Entities, Applicant Content must NOT identify, reference, or depict any other company or its brands, products, or services.
- Other than Applicant’s own or licensed property or the names, marks and logos of the Program Entities, Applicant Content must NOT contain any commercial or corporate advertising (including, without limitation, corporate logos, brand names, and slogans), recognizable branded products, or commercial artwork.
- All aspects of the Applicant Content must be originally created by and solely owned by or licensed to the Applicant (alone or together with team members identified at the time of initial application) or be in the public domain. All third party content and content unoriginal to the Applicant (alone or together with team members identified at the time of initial application) that is not in the public domain is prohibited.

- Applicant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, including moral rights, patent, trademark, trade secret, or right of privacy or publicity.
- Applicant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, any Released Party, or any third party.
- Applicant Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules or regulations.
- The Applicant Content must be suitable for presentation in a public forum and shall be true, accurate and updated.
- The Applicant Content must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Program Entities' or any other products or services.
- **Applicant agrees that his, her, or their participation in the Program and agreement to these Terms and any Released Party's reproduction, display, and use of the Applicant Content in accordance with these Terms will not violate any agreement to which Applicant is a signatory or party.**
- **Applicant agrees to indemnify the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of the Applicant Content authorized under these Terms.**

Program Entities reserve the right in their sole discretion to disqualify from the Program any Applicant whose Application (in Program Entities sole discretion) refers, depicts, or in any way reflects negatively upon a Released Party, the Program, or any other person or entity or does not comply with these Terms, including any of the above Submission Requirements.

PARTICIPANT SELECTION/NOTIFICATION: Eligible Applications will be judged by a panel of judges chosen by Program Entities in their sole discretion (the “**Judges**”) as they are submitted during the Application Period and ending on or about 15 February 2020 using the following criteria (the “**Criteria**”):

1. Is the Applicant a consumer-oriented business?
2. Does the Applicant have a product that is already used by customers?
3. Applicant's demonstration of a trend of KPIs relevant to the core business.
4. Applicant's funding round.
5. Applicant's run rate.
6. Where is the Applicant based?
7. Does the Applicant have all CxO roles filled?
8. Are Applicant's CxO personnel willing to pay to participate in the Program?
9. Can the Program add value to the Applicant?

Selection of Shortlist Applicants: 20-30 eligible Applications selected by the Judges according to the Criteria amongst all Applications will be deemed “**Shortlist Applicants**” subject to verification and compliance with the Program Entities' requirements, and will advance to Interview Phase as described below.

The Shortlist Application Period and Interview Phase: The Shortlist Applicants must travel to the Facebook Office for an interview between 27 February 2020 and 5 March 2020. All Shortlist Applicants will be interviewed by a team of personnel from Facebook, APX, and an external advisor (selected in Program Entities' sole discretion) to assess their suitability for the Program.

Selection of Participants: The ten (10) to twelve (12) Shortlist Applicants selected by the interviewers according to the Criteria will be deemed "**Participants**" and each will receive the Accelerator Program Benefits (described below), subject to verification.

Program Entities reserve the right to contact Applicants or visit their place of business at working hours for verification purposes and administration of the Program at any time. Each Applicant acknowledges that other Applicants may have created ideas and concepts contained in their Application that may have familiarities or similarities to their/its Application, and that he/she/it will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

Participants will be chosen as specifically described, and not using any random drawing or method incorporating chance.

APX or its designee will attempt to notify by email, phone or other means (as determined by Program Entities in their sole discretion): the Shortlist Applicants and the Participants on or around 9 March 2020.

Each potential Shortlist Applicant, all natural people who are members of a participating Team (as determined and requested in Program Entities' sole discretion), and the authorized signatory of a participating Business and each employee participating in this Program, may be required to complete, execute, have notarized (if applicable), and return an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law), tax documents, and related Program-participation documents (collectively, "Program Documents") within the time frame specified and in the form provided by Program Entities, without revision, or participation in the Program and any benefits may be forfeited. If any member of a Team refuses to comply with the foregoing requirements and other requirements of Program Entities, their Application may be disqualified at any time in Program Entities' sole discretion with no liability or responsibility to the respective Applicant or any individual within that Applicant, even if other Team members have complied with the requirements. The Program Documents, if applicable, must be received by Program Entities from the potential Shortlist Applicant within the time frame as stated in the Program Documents or the benefits may be forfeited and an alternate Shortlist Applicant selected. If any notification or other Program-related communication is returned as undeliverable, or if a selected potential Shortlist Applicant or Participant cannot be reached or does not respond as instructed after Program Entities has attempted to notify that potential Shortlist Applicant or Participant, that selected Shortlist Applicant or Participant may be disqualified and an alternate Shortlist Applicant or Participant may be selected (time permitting and in Program Entities' sole discretion). Program Entities reserve the right to modify the notification procedures in connection with the selection of any alternate potential Shortlist Applicant or Participant, if any. The Program Documents are subject

to verification by Program Entities. The benefits, if legitimately claimed, will be given. Program Entities will not be obligated to pursue alternate Shortlist Applicants or Participants.

PROGRAM BENEFITS:

In-person training days: Full day, in-person training will consist of technical talks, practical workshops, peer-to-peer learning sessions, and fireside chats with industry experts. Training days will be centered around four main areas: product, marketing, technology, and management.

Mentorship: Regular 1:1 sessions with Facebook and APX mentors with areas of expertise including startup entrepreneurship, product management, data science, engineering, marketing, recruitment, sales, and more.

Community and connections: Access to a network of industry experts from Facebook and APX. Networking with some of the most exciting and promising startups in Germany.

Travel expenses (including but not limited to: fuel, parking, train, bus, or other transit fees) are NOT included and are at Participants' sole expense. Breakfast and lunch will be provided during in-person events.

Program Entities are not responsible for any acts, omissions, representations, inability or unwillingness of any Applicants or Participants to accept or use the benefits (or portion thereof) for any reason. Benefit elements delivered by mail/courier will only be mailed/shipped to the applicable Participant's address within Berlin. Benefit details not specifically stated in these Terms, will be determined in Program Entities' sole discretion. To the fullest extent permissible under applicable law, all taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes), as well as any expenses arising from acceptance or use of the benefits and not specified in these Terms as being provided as part of the benefits, are the sole responsibility of the Participant. Program Entities are not responsible for and will not replace any lost, mutilated or stolen benefits or element of any benefit that is undeliverable or does not reach a Participant because of incorrect or changed contact information. If a Participant does not accept or use all of the benefits for any reason, the unaccepted or unused part of the benefits will be forfeited and Program Entities will have no further obligation with respect to that benefits or portion of the benefits. No transfers, benefits substitutions, or cash redemptions will be made, except at Program Entities' sole discretion. Program Entities reserve the right to substitute any stated benefits or any component thereof with another benefits or component of equal or greater value for any reason. No more than the stated benefits will be given. Participants waive the right to assert as a cost of winning the benefits, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said benefits.

LICENSE: By applying, except where prohibited by law, each Applicant grants the Released Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, and distribute Applicant Content in perpetuity and in any medium (including online and in digital media) in any language,

throughout the world, for the purposes of evaluating Applications, and administering and marketing this Program. Each Applicant further grants the Released Parties (and their agents, successors, and assigns) a non-exclusive, irrevocable, worldwide, transferable and sublicensable right and license to use its, his, her, or their) trade names and trademarks (including logos) in connection with this Program.

Each Applicant hereby acknowledges and agrees that the relationship between the Applicant and each of the Released Parties is that of an independent contractor and is not a confidential, fiduciary, or other special relationship, and that the Applicant's decision to submit their/its Application for purposes of the Program does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Application, other than as set forth in these Terms. Each Applicant understands and acknowledges that the Released Parties have wide access to ideas, applications, text, images, code, applications, software, and other creative materials. Each Applicant also acknowledges that many ideas for applications and online services may be competitive with, similar to, or identical to their/its Applicant Content and/or each other in idea, function, components, format, or other respects. Each Applicant acknowledges and agrees that such Applicant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material that has or may come to such Released Party from other sources. Each Applicant acknowledges and agrees that Released Parties do not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Applicant's patent, copyright or other proprietary rights in and to their/its Application. Each Applicant acknowledges that, with respect to any claim by Applicant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Application or other material submitted in connection with the Program, the damage, if any, thereby caused to the applicable Applicant will not be irreparable or otherwise sufficient to entitle such Applicant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party bot, application, service or other property, and Applicant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: NOTHING IN THESE TERMS LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE RELEASED PARTIES EXCLUDE FROM THESE TERMS ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH APPLICANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (I.E., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR GIVING OF A BENEFIT OR

WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PROGRAM- OR BENEFITS-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF PROGRAM ENTITIES OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH PARTICIPANT AGREES THAT THE BENEFITS ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE BENEFITS, AND AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

ADDITIONAL DISCLAIMERS: The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Applicant (or a member of any Applicant/Team), or by human error (except to the extent that any of the following occur for reasons within Program Entities' reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Applications made by illegitimate means (such as, without limitation, by an automated computer program); any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Program-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Program-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Program or the processing of Applications; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Applicant's participation in the Program or receipt or use of any benefits. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox, to receive, email or voice messages. Released Parties are not responsible, and may disqualify an Applicant, if any contact information provided by the Applicant does not work or is changed without giving prior written notice to Program Entities. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any Applicant or Participant (or any person claiming through such Applicant or Participant) for failure to supply a benefit or any part thereof in the event that any of the Program activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Program Entities in their sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war

(declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

GENERAL RULES: By applying to this Program (except where prohibited by law), each natural person agreeing to these Terms as part of an Application Form (as the Applicant or on behalf of an Applicant/Team) grants the Released Parties the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, biographical information, any quotes attributable to him or her, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each such person releases all Released Parties from any and all liability related to such authorized uses. Nothing contained in these Terms obligates Program Entities to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

Program Entities' decisions will be final and binding in all matters relating to this Program, including interpretation of these Terms, selection of the Participants, and giving of the benefits. All Participants, as a condition of applying, agree to be bound by these Terms and the decisions of Program Entities. Failure to comply with these Terms may result in disqualification from the Program. Participants further agree to not damage or cause interruption of the Program and/or prevent others from participating in the Program. Program Entities reserve the right to restrict or void participation from any IP address, email address or domain, or device if any suspicious Application and/or participation is detected. Program Entities reserve the right, in their sole discretion, to void Applications or other participation by any person or entity who Program Entities believe has attempted to tamper with or impair the administration, security, fairness or proper play of this Program. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Program Entities in their sole discretion. Participants waive any right to claim ambiguity in the Program or these Terms. If Program Entities determine (at any time and in their sole discretion) that any Shortlist Applicants or Participant or potential Shortlist Applicant or Participant is disqualified, ineligible, in violation of these Terms, or engaging in behavior that Program Entities deem obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Program Entities reserve the right to disqualify such Shortlist Applicant/Participant or potential Shortlist Applicant/Participant, even if the disqualified Shortlist Applicant/Participant or potential Shortlist Applicant/Participant may have been notified or displayed or announced anywhere. Program Entities' failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of

any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Program is not capable of running as planned for any reason, Program Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Program and give the benefits based on eligible Applications received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Program Entities. If any person supplies false information, participates or submits Applications by fraudulent means, or is otherwise determined to be in violation of these Terms in an attempt to obtain a benefit, Program Entities may disqualify that person (and any Applicant on the behalf of which such person participated in the Program) and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding an Application cannot be resolved to Program Entities' satisfaction, such Application will be deemed ineligible.

DISPUTES/GOVERNING LAW: Except where prohibited by law, any and all disputes, claims, and causes of action between an Applicant and any Released Party arising out of or connected with this Program, the determination of any Participant, or any benefits received must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an Applicant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the Applicant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10 USD), and each Applicant further waives all rights to have damages multiplied or increased.

This Program and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the laws of the State of California, USA, and if that is not possible, the laws of Germany, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any jurisdiction. Any legal actions, suits or proceedings related to this Program (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in Berlin, Germany or San Mateo County, California, US, and each Applicant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Program.

TERMS/WHO WAS ACCEPTED?: During the Program Period, the Terms will be available by visiting <https://fbabapx.splashthat.com/>. Information about who was accepted is available by sending an email with the subject line "Facebook Berlin Accelerator Program - Who Was Accepted?" to zjakusenoka@fb.com and/ mor@apx.ac. Requests for Participant information must be received no later than three (3) months after the end of the Program Period.

SPONSOR: FCL Tech Limited, 4 Grand Canal Square, Grand Central Harbor, Dublin 2, Ireland.