

Image License Agreement

You understand that your Images (as defined below) will be used by us for our internal research purposes. Except (i) for the practitioner who provided you the Link (as defined below) to upload your Images, (ii) in connection with an assignment of this Agreement pursuant to Section 4 below, and/or (iii) to comply with any court order, law, or legal process, including to respond to any government or regulatory request, we will never disclose your Images to third parties.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE “I ACCEPT” BUTTON BELOW OR FIRST SUBMIT, UPLOAD, POST, OR OTHERWISE TRANSMIT ANY IMAGE OR PHOTOGRAPH (EACH, AN “**IMAGE**”) TO THE HYPERLINK ASSOCIATED WITH THIS AGREEMENT (THE “**LINK**”). BY CLICKING THE “I ACCEPT” BUTTON BELOW OR BY SUBMITTING, UPLOADING, POSTING, OR OTHERWISE TRANSMITTING ANY IMAGE TO THE LINK YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT SUBMIT, UPLOAD, POST, OR OTHERWISE TRANSMIT ANY IMAGE TO THE LINK.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License to Images. You hereby grant Why the Face, LLC (“**Licensee**,” “**we**,” “**us**” or “**our**”) a non-exclusive, perpetual, irrevocable, worldwide and royalty-free right and license to reproduce, display internally, modify, perform, distribute internally, create derivative works from and otherwise use the Images for research, improvement of Licensee technologies, and for any other purpose not prohibited by applicable law.
2. Representations and Warranties. You represent and warrant that: (i) you have full power and authority to enter into and consummate the transactions contemplated in this Agreement; (ii) the execution, delivery and performance of this Agreement does not violate the terms of any agreement or contract (oral or written) to which you are bound; and (iii) the Images do not and will not, as a result of use by Licensee or any other party authorized by Licensee, violate, misappropriate or infringe any intellectual property right or other right of any third party.
3. Contact Information. In conjunction with uploading your Images to our proprietary application (the “**WTF App**”) via the Link, you will be required to input certain contact information such as, for example, your name, email address and telephone number (collectively, “**Contact Information**”). Although your Contact Information will reside on the WTF App, we will not access, use or provide your Contact Information to any third party for any purpose, except that (i) your Contact Information will be accessed and used by the practitioner who provided you the Link to upload your Images, (ii) your Contact Information may be obtained by a third party in connection with an assignment of this Agreement pursuant to Section 4 below, and/or (iii) we may disclose your Contact Information to comply with any court order, law, or legal process, including to respond to any government or regulatory request. We will employ security measures designed to protect Contact Information that resides on the WTF App consistent with applicable law and industry practice.
4. Assignment; Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and of their respective successors, assigns and transferees. This Agreement is of a personal nature, and, therefore, this Agreement and your obligations hereunder may not be assigned or otherwise transferred, in whole or in part, without the express prior written consent of Licensee. Any attempt by you to assign or transfer this Agreement or your obligations in violation of this Section, whether voluntary or by operation of law, directly or indirectly, shall be void and of no force or effect. We expressly reserve the right to assign this Agreement for any purpose, including, without limitation, to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding.
5. Severability. In the event that any provision of this Agreement is determined by a court to be invalid or

unenforceable, such provision shall be modified by the court so as to be enforceable to the fullest extent of the law, and the remaining provisions of this Agreement shall remain in full force and effect.

6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements and understandings between the parties with respect to such subject matter.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and the exclusive jurisdiction and venue for any disputes arising hereunder shall be any state or federal court of competent jurisdiction located in the State of Missouri.