

# 3M Post-it® App End User License Agreement

## Post-it® App

Date of last revision: May 1, 2020

Welcome to the POST-IT® APP! We invite you to use the features of this App to dream big, brainstorm, and collaborate. Please note that your invitation to use the POST-IT® APP is subject to your agreement with this End User License Agreement, or EULA. This document describes your rights and our rights regarding the POST-IT® APP (as defined below). Please read this document carefully before downloading, installing, registering, or using the POST-IT® APP.

### What is a EULA?

This EULA is a legally binding contract between you and 3M Company (incorporated in Delaware, USA with a headquarters in St. Paul, MN, USA), and when applicable its affiliates, partners, contractors, or licensees performing services related to the POST-IT® APP on behalf of 3M Company, (collectively “3M” “we” or sometimes “us”). The EULA also includes the POST-IT® APP Privacy Policy, which you should also look at because it is part of this contract. You can find it at [https://www.post-it.com/3M/en\\_US/post-it/ideas/app/privacy/](https://www.post-it.com/3M/en_US/post-it/ideas/app/privacy/). The EULA also includes additional terms or conditions that may be presented by 3M and accepted by you from time to time. If you do not agree to the EULA, then you do not have the right to download, install, register, or use the POST-IT® APP. If you choose to download, install, use, or register with the POST-IT® APP, then by doing so you will be accepting this EULA and will be a party to this binding contract as of the first date that you download, install, register, or use the POST-IT® APP.

By using the POST-IT® APP, you acknowledge, accept, and agree with all the provisions of the POST-IT® APP Privacy Policy (which is part of this EULA). You also agree that 3M may collect and use information, including text, images, videos, and other data, that you chose to input, upload, or store in the POST-IT® APP, as well as personal information that you may provide (collectively “User Content”), but only as described in this EULA and the POST-IT® APP Privacy Policy. 3M will not collect or use User Content in any way other than what is described in this EULA and the POST-IT® APP Privacy Policy.

This EULA creates a contractual relationship between you and 3M, which means that all of the rights, duties, promises, and obligations between you and 3M are set forth in this EULA, including the POST-IT® APP Privacy Policy. Your relationship with 3M is not a confidential, fiduciary, or other type of special relationship, but instead it is governed exclusively by this EULA.

### Who are the Parties to this Contract?

If you download, install, register, or use the POST-IT® APP, then you are one party to the contract. 3M Company, which is incorporated in the State of Delaware, USA and has a headquarters in St. Paul, Minnesota, USA is also a party to this contract.

When you use the POST-IT® APP, you may be directed to or choose to access services, content, applications, or websites that are controlled and maintained by or at the direction of parties other than 3M (“3<sup>rd</sup> Party Services”). The providers of 3<sup>rd</sup> Party Services are not parties to this contract.

Because 3M is a complex organization, 3M must reserve the right to assign this EULA, in whole or in part. For example, 3M may need to assign this EULA to one of its affiliate companies for legal or other reasons. You may not assign this EULA or any of the rights or licenses granted hereunder, nor may you sublicense any of these rights or licenses. There is no reason that you would need to do this. If you know someone else who might benefit from using the POST-IT® APP, please invite them to install it themselves. You also may not resell, rent, lease, or lend the POST-IT® APP to any person or entity. Any attempted sublicense, transfer, or assignment in violation of this EULA is void.

### Can this Contract Change?

3M reserves the right to update the EULA from time to time, for example, when new features, technology, or legal requirements arise. If 3M does so, 3M will indicate at the top of the page the date this EULA was last revised. Please check from time to time to see whether any changes have been made. If required, we will notify you and ask you to agree to the changes. You do not have to agree to changes, but if you don't agree then you will have to stop using the POST-IT® APP, which means that you will also have to uninstall it and, if applicable, de-register. If you continue to use the POST-IT® APP after an update to the EULA, then your continued use after the effectiveness of the update will be deemed to represent your agreement with and consent to be bound by the new EULA. Other than changes made by 3M as described here, no other amendment or modification of the EULA shall be effective unless set forth in a written agreement expressly amending the EULA and bearing a written signature by you and us. Emails or other electronic messages will never constitute a written agreement for this purpose.

### When Does this Contract Start and End?

This EULA is effective as soon as you install, purchase, or use the POST-IT® APP (whichever comes first).

You can terminate the EULA at any time by uninstalling all copies of the POST-IT® APP from all of your devices and, if applicable, de-registering any accounts that you may have created; if you are an employer, then all of your employees would have to uninstall the copies of the POST-IT® APP that they use for work and de-register their work accounts for you to terminate the EULA.

3M may immediately terminate EULA, and terminate your access to and use of the POST-IT® APP, or any portion thereof, at any time and for any reason, with or without cause, and without prior notice. 3M does not commit to providing the POST-IT® APP to you in the future, nor to updating or maintaining the POST-IT® APP.

If you violate any of the terms of this EULA then the EULA will terminate immediately.

When this EULA terminates, all license rights granted to you end immediately and you must cease all use of the POST-IT® APP and delete all copies of the POST-IT® APP from your device(s). All other provisions of the Agreement survive even after termination.

### Who Owns my User Content?

You retain copyright and any other rights that you already held in your User Content before you submitted, posted, displayed it on or through the POST-IT® APP. However, in order for 3M to make your User Content accessible, useable, and/or shareable on the POST-IT® APP, you grant 3M and its affiliates a limited license as described below. Other than this limited license and other rights that you grant in this EULA, 3M acknowledges that we do not obtain any right, title, or interest in User Content from you under this EULA.

### Why do I Need to Grant 3M a License?

Your User Content may be protected by intellectual property rights. Therefore, certain technical actions that we may take in operating the POST-IT® APP might be considered legal violations if you do not grant a license. For example, laws might prevent 3M from processing, storing, backing-up, or distributing some User Content unless you give us the right to do so.

Thus, by downloading, installing, using, and/or registering the POST-IT® APP, you are granting 3M a license to display, perform, distribute, modify (for technical purposes, e.g., to make sure your User Content is viewable on smartphones, tablets, and other types of devices, and to manipulate your User Content so that it can be moved from one place to another on devices), and reproduce your User Content to enable 3M to operate the POST-IT® APP. You agree that 3M may refuse to accept, post, store, display, publish, modify, or transmit any User Content at 3M's sole discretion.

### Tell Me More About the License I am Granting to 3M

You grant 3M all licenses that are necessary to take any technical actions that are required to operate the POST-IT® APP such that 3M's operation of the POST-IT® APP is not a violation of any rights, including without limitation intellectual property rights, in your User Content. You grant 3M a license to display, perform, and distribute your User Content and to modify, for technical purposes (e.g., making content viewable on different types of devices) and reproduce your User Content as may be needed for 3M to operate the POST-IT® APP. You also agree that 3M may use its sole discretion to not accept, store, publish, or transmit User Content if 3M deems it desirable to do so.

You agree that all of the rights and licenses that you grant to 3M under this EULA are royalty-free, transferable, sub-licensable, worldwide, and irrevocable (for so long as you use or have the POST-IT® APP installed, or so long as your User Content is stored within the POST-IT® APP). You agree that 3M may pass the rights and licenses that you grant along to 3<sup>rd</sup> parties when 3M believes it may be necessary or desirable to do so, such as when doing so is necessary for 3<sup>rd</sup> Party Services that you elect to use or to comply with 3M's legal obligations. 3M may also allow others to access your User Content if 3M determines that doing so is necessary to fulfil 3M's legal obligations, such as when a court requires it.

3M relies upon your rights to upload your User Content and to take the technical steps that are required to make your User Content available to you (and to others who you designate) with the POST-IT® APP, so you represent and warrant to 3M that you (a) have all of the legal rights necessary to use the POST-IT® APP and all its features with respect to your User Content; (b) to

submit your User Content to 3M under the terms of this EULA; and (c) to grant the rights granted in this EULA on behalf of yourself and, if applicable, your employer.

The POST-IT® APP may provide functionality through which you are able to store User Content on the mobile device on which you are using the POST-IT® APP. Your license to 3M includes a license to do this. 3M will have no liability whatsoever to you or any third party for any failure of the POST-IT® APP to store any such information on such device.

You acknowledge and agree that 3M, in operating the POST-IT® APP, may modify your User Content as needed to adapt your User Content to the requirements of connecting networks, devices, services, media, or the like.

#### What Data Does 3M Collect About Me and How Does 3M Use that Data?

Please refer to the POST-IT® APP Privacy Policy for information on the types of data collected and 3M's use of that data.

#### What are the Rules About User Content?

Your use of the POST-IT® APP, including any 3<sup>rd</sup> Party Services, must be in accord with these Terms. You own your User Content, so you are completely and solely responsible for any User Content that you submit, post, or display using the POST-IT® APP, as well as your conduct, and if applicable the conduct of your employees, under your account. All User Content that is created, transmitted, stored, or displayed by you or in your account is your responsibility as someone who introduced the User Content into the POST-IT® APP. This includes the use of any 3<sup>rd</sup> Party Services.

The POST-IT® APP may not necessarily safeguard User Content as may be required for it to be considered legally confidential or proprietary, and you are responsible to ensure that the User Content you introduce into the POST-IT® APP is not required to be safeguarded in such a manner.

You agree that your User Content will not contain data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State. 3M does not intend uses of the POST-IT® APP to create obligations under the U.S. Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it (collectively "HIPAA"), and 3M makes no representations that the POST-IT® APP satisfies HIPAA requirements. You agree that you will not use the POST-IT® APP for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

Your User Content is yours, not 3M's. You agree that 3M is not responsible for, and does not endorse, your User Content. 3M does not have any obligation to prescreen, monitor, edit or remove any User Content. If your User Content violates this EULA, you, and not 3M, will be responsible for that User Content.

#### What Other Rules do I Need to Follow?

The POST-IT® APP is provided for you to use its features, including 3<sup>rd</sup> Party Services. 3M owns the POST-IT® APP and has valuable rights in the POST-IT® brand and trademark which 3M has

invested heavily in for more than 30 years. In order to provide the POST-IT® APP while protecting 3M's rights, you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the POST-IT® APP without the prior written consent of 3M.

In order to protect 3M's rights, you are prohibited from using the POST-IT® APP to create or develop technologies that will compete with the POST-IT® APP. Thus, you may not use any data mining, robots, scraping, or similar data gathering or extraction methods in connection with the POST-IT® APP. You acknowledge that the POST-IT® APP contains proprietary trade secrets of 3M. You agree not to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the POST-IT® APP by any means whatsoever (including, but not limited to, bypassing or breaching any security device or protection used for or contained in the POST-IT® APP), except to the extent the foregoing restriction is prohibited by applicable law. You also may not attempt to interfere with, harm, steal from, scrape, or gain unauthorized access to the POST-IT® APP or technology and equipment supporting the POST-IT® APP.

You may not use the POST-IT® APP for competitive analysis of products or services of the type that are provided by 3M or the POST-IT® APP, or for developing, using or providing a competing software product or service.

You may not use the POST-IT® APP in any manner that is illegal in the jurisdiction where you are located or in which you use the POST-IT® APP, nor may you use the POST-IT® APP to violate any laws or regulations. You may not access the POST-IT® APP from a jurisdiction where it is illegal or unauthorized.

The POST-IT® APP may contain technological measures designed to prevent unauthorized or illegal use of the POST-IT® APP. You acknowledge and agree that 3M may use these and other lawful measures to verify your compliance with the terms of this EULA and enforce 3M's rights, including, without limitation, all intellectual property rights, in and to the POST-IT® Brand and the POST-IT® APP.

3M engages certain service providers to provide technical services relating to the POST-IT® APP, and you agree that such involvement by these service providers is acceptable. Please see the POST-IT® APP Privacy Policy to understand the extent to which any third party may have access to your User Content or other information.

#### What about my Privacy?

Please review the POST-IT® APP Privacy Policy, which forms a part of this EULA and explains your privacy rights in detail. You can find it at [https://www.post-it.com/3M/en\\_US/post-it/ideas/app/privacy/](https://www.post-it.com/3M/en_US/post-it/ideas/app/privacy/).

#### Do I Own my Copy of the POST-IT® APP?

No. The POST-IT® APP and the compilation (meaning the collection, arrangement, and assembly) of all data or content available on the POST-IT® APP are the property of 3M and/or its licensors and may be protected under copyright, trademark, patent, and other laws or international treaty provisions. The POST-IT® APP is licensed, and not sold, to you under this EULA. You

have no ownership rights in the POST-IT® APP or in any related intellectual property rights. Except for the rights expressly set forth in this EULA, 3M retains all right, title, and interest in and to the POST-IT® APP (including any changes, modifications, or corrections thereto). You agree to take all reasonable steps to protect the POST-IT® APP from unauthorized copying or use.

Subject to the terms and conditions of this EULA, 3M grants you a non-exclusive, non-transferable limited license (without right of sublicense) to install and use the POST-IT® APP only on devices owned or controlled by you or, when applicable, your employer, solely in machine executable object code form and solely for your personal use. 3M reserves any rights not expressly granted herein. Any use of the POST-IT® APP not specifically authorized under this EULA is prohibited. 3M has no responsibility whatsoever to furnish any maintenance and support services with respect to the POST-IT® APP.

### How Will 3M Communicate with Me?

3M or its service providers may contact you using any contact information you provide to 3M or by providing you with a notice within the POST-IT® APP. We may contact you by email, text messages (e.g., SMS), posting a notice to you in the POST-IT® APP, or by push notices to you. We may contact you for customer service and administrative purposes, as well as for other purposes such as providing legal notices, security, privacy, and administrative issues relating to your use of the POST-IT® APP. Please be aware that we may use autodialer technology to send text messages to you. If we provide legal notices to you, then you agree that 3M may deem them to be received by you 24 hours after we provide the notice.

You may have a legal right to receive notices in writing. To withdraw your consent from receiving electronic notice, please write to us at Customer Support and Service, 3M Stationery and Office Supplies Division, 3M Center, Building 223-05-S-08, St. Paul, MN 55144-1000. Please note that it may not be feasible for 3M to provide all required notices in writing, so if you withdraw your consent to receive electronic notices, we might not be able to allow you to continue using the Post-IT® APP.

### How Can I Communicate with 3M, and What Happens if I do That?

Generally, the best way to reach us is by email to [postitapp@3m.com](mailto:postitapp@3m.com). Communications that must be in writing, rather than email, because this EULA or the law requires it should be sent to 3M Stationery and Office Supplies Division, 3M Center, Building 223-05-S-08, St. Paul, MN 55144-1000.

We are always happy to have your feedback, suggestions, comments, and ideas for improvements or changes related to the POST-IT® APP (collectively “Suggestions”). If you do choose to provide Suggestions, you grant 3M the right to use, disclose, reproduce, modify, license, transfer and otherwise distribute your Suggestions in any manner. You will be entitled to no compensation or credit for, nor gain any right, title or interest in or to, any 3M product that incorporated or otherwise is based on your Suggestions, and by providing Suggestions you specifically waive any right to any of the foregoing, including without limitation any upgrades or changes to the POST-IT® APP.

3M may retain for its future use or for archiving purposes any of your Suggestions, emails, or other communications to or with 3M.

### Tell me More About 3<sup>rd</sup> Party Services

3M is not responsible for and does not endorse any features, content, advertising, products, services, or other materials that are 3<sup>rd</sup> Party Services. Upon your request, the POST-IT® APP may interact with and/or provide personal information to native functions/features of your mobile device and/or third-party applications (“External Functions”) over which 3M may have no control. These External Functions may include the e-mail client, camera, geolocation functionality, calendar and contact functionality native to your mobile device. You assume all risk and 3M disclaims all liability arising from your use of such third-party content and functions. You agree that you will comply with applicable third-party terms of agreement while using the 3<sup>rd</sup> Party Services.

### Can Children Use the POST-IT® APP?

No. The POST-IT® APP is not designed for the use of children under the age of 13. By using the POST-IT® APP you affirm that you are over the age of 13 and that you are able to understand and agree to this EULA.

### What Else do I Need to Know?

Indemnification. You agree to immediately notify 3M of and indemnify and hold harmless 3M, its affiliates, and their respective employees and agents (“Released Parties”) from any claim or demand, including attorneys’ fees, due to or arising out of your use of the POST-IT® APP, your violation of this EULA, your breach of any representation or warranty in this EULA, or any allegation that User Content or other materials you submit to 3M infringe, misappropriate or otherwise violate the copyright, patent, trademark, trade secret or other intellectual property or other right of any third party.

Disclaimer of Warranty. THE POST-IT® APP IS PROVIDED “AS IS” AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THE USE AND PERFORMANCE OF THE POST-IT® APP IS WITH YOU. SHOULD THE POST-IT® APP PROVE DEFECTIVE, 3M DOES NOT HAVE ANY LIABILITY FOR THE SERVICING AND/OR REPAIR OF YOUR MOBILE DEVICE OR THE POST-IT® APP. 3M HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE POST-IT® APP, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. 3M DOES NOT WARRANT THAT THE POST-IT® APP WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, THAT THE OPERATION OR USE OF THE POST-IT® APP WILL BE UNINTERRUPTED OR ERROR FREE, THAT ERRORS IN THE POST-IT® APP CAN OR WILL BE CORRECTED, OR THAT 3M SERVICES OR DATA DERIVED FROM USE OF THE POST-IT® APP OR CONTAINED WITHIN THE POST-IT® APP WILL BE ACCURATE, COMPLETE, TIMELY, OR RELIABLE. 3M DOES NOT WARRANT THAT THE POST-IT® APP WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR ON ANY SPECIFIC MOBILE DEVICE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE POST-IT® APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER(S) OR MOBILE DEVICE(S) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE POST-

IT® APP. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO 3M TO GRANT THE LICENSE CONTAINED IN THIS EULA AND TO PROVIDE YOU WITH ACCESS TO THE POST-IT® APP.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA IN CONNECTION WITH OR ARISING OUT OF THIS EULA OR OTHERWISE, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF 3M OR ANY OTHER RELEASED PARTY UNDER THIS EULA FOR ANY CAUSE OF ACTION OR REASON WHATSOEVER SHALL NOT EXCEED THE LESSER OF: (A) THE PURCHASE PRICE PAID BY YOU TO LICENSE THE POST-IT® APP HEREUNDER; OR (B) \$100. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDY OF ANY KIND.

Exclusions. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers, limitations and exclusions may not apply to you. To the extent that 3M may not, as a matter of applicable law, disclaim any warranty or limit or exclude any liability, the scope and duration of such warranty and the extent of 3M's liability shall be the minimum permitted under such applicable law.

Export Laws. You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin. You agree that you will not export or re-export the POST-IT® APP in any form in violation of the laws of the United States or any foreign jurisdiction. You represent and warrant that: (a) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

U.S. Government End Users. The POST-IT® APP is a "Commercial Item," as that term is defined at 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, and the POST-IT® APP is being licensed to U.S. Government end users: (a) only as a "Commercial Item;" and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions herein.

#### Dispute Resolution.

a. Arbitration. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through good faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. Except for disputes relating to 3M's intellectual property rights, or if you opt out of this EULA to arbitrate, all claims arising out of or relating to this EULA and your use of the POST-IT® APP shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its commercial arbitration rules and any supplementary procedures for consumer-related disputes, excluding any rules or procedures governing or



permitting class actions. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to this EULA, including, without limitation, any claim that all or any part of this EULA is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with this EULA. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, 3M will pay the additional cost. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if 3M is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. The parties understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

b. Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class action waiver set forth in this Section 21(b) is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

c. Litigation of Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

d. Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth in this Section 22 by sending written notice of your decision to opt out to the following address: Customer Support and Service, 3M Stationery and Office Supplies Division, 3M Center, 2510 Conway Ave, St. Paul, MN 55144-1000. The notice must be sent within thirty (30) days following the Effective Date; otherwise, you shall be bound to arbitrate disputes in accordance with this EULA. If you opt out of these arbitration provisions, 3M also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, 3M may terminate your use of the POST-IT® APP and refund you any fees you may have paid for the POST-IT® APP.

e. Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with 3M and this EULA must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

Changes to the POST-IT® APP. 3M may choose to provide updates to the POST-IT® APP, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"), from time to time in its sole discretion. Updates may also modify or delete in their entirety certain features and functionality of the POST-IT® APP. You acknowledge and agree that 3M has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. 3M does not represent or warrant that any future Updates to the POST-IT® APP will be compatible with any hardware or software versions or applications (including any future versions or updates of your mobile device

or its operating system). Based on your mobile device settings, when your device is connected to the internet, either the operating system will automatically download and install all available Updates to the POST-IT® APP, or you may receive notice of or be prompted to download and install available Updates. You acknowledge that, if you do not download available Updates, the POST-IT® APP may not continue to function properly. You further agree that all Updates will be deemed part of the POST-IT® APP and be subject to the version of this EULA that is applicable as of the time you download (whether automatically or manually) and use any such Update to the POST-IT® APP.

Access to the POST-IT® APP and Wireless Carrier Charges. You acknowledge and agree that using the POST-IT® APP may require access to the internet via your wireless carrier, internet service provider or other method of internet access, and that access to POST-IT® APP may not be available if you do not have an internet connection or for other reasons. You acknowledge and agree that by using the internet to use the POST-IT® APP, you may incur charges from your wireless carrier, internet service provider or other method of internet access, depending upon your contract or plan with your provider. You acknowledge that payment of any such charges will be your sole responsibility. You agree that your use of the POST-IT® APP will be in accordance with all requirements of your wireless carrier, internet service provider or other method of internet access.

Miscellaneous. This EULA, including the POST-IT® APP Privacy Policy is the entire agreement between you and 3M with respect to, and supersedes any previous oral or written communications or documents (including without limitation, if you are obtaining an update, any agreement that may have been included with an earlier version of the POST-IT® APP) concerning, the subject matter of these Terms. Except as provided in the Arbitration section, this EULA is governed by the laws of the State of Minnesota, USA without regard to conflicts of laws principles. Except as provided in the Arbitration section, you agree that any dispute arising from or relating to this EULA shall be brought exclusively in a court of competent jurisdiction, federal or state, located within the State of Minnesota, Ramsey County, and in no other jurisdiction, and you hereby consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by any such court. This EULA will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. In the event any provision of this EULA is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this EULA will remain in full force and effect. Failure by 3M to prosecute any right with respect to a default hereunder will not constitute a waiver by 3M of the right to enforce rights with respect to the same or any other breach.

Any heading, caption or section title contained in this EULA is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

End User Terms Required by Google. (Applies only to users who install the POST-IT® APP from a platform controlled by Google, Inc. or its affiliates, such as the Google Play Store). Subject to the other terms of this Agreement (1) 3M grants the user a nonexclusive, worldwide, and perpetual license to perform, display, and use the POST-IT® APP, (2) the user includes, but is not necessarily limited to, a family group and family members whose accounts are joined together for the purpose of creating a family group, (3) other terms in this Agreement may impose reasonable limits designed to prevent abuse of family sharing features, so if you are part of a family group on

Google Play you are subject to those limits; (4) users in a family group may purchase a single copy of the POST-IT® APP (except where prohibited, as for in-app purchases and subscriptions) and share it with other family members in their family group, (5) if, in the Play Console, you opt-in to allowing users to share the POST-IT® APP, your authorization of sharing of the POST-IT® APP is subject to this Agreement.

End User Terms Required by Apple. (Applies only to users who install the POST-IT® APP from a platform controlled by Apple, Inc. or its affiliates, such as the App Store; in the event of a conflict between any terms this section and another portion of the EULA, the terms of this section will control). You acknowledge and agree that: (a) this Agreement is concluded between you and 3M, and not Apple, Inc. (“Apple”); (b) 3M, and not Apple, is solely responsible for the POST-IT® APP; (c) the license granted in this EULA are limited to the use of the POST-IT® APP on any Apple branded product that you own or control; (d) Apple has no responsibility whatsoever to furnish any maintenance and support services with respect to the POST-IT® APP; (e) in the event of any failure of the POST-IT® APP to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price you paid for the POST-IT® APP; (f) 3M, and not Apple is responsible for any product warranties (other than those which are disclaimed; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the POST-IT® APP; (g) Apple is not responsible for any claims that you have arising out of your use of the POST-IT® APP; (h) this EULA limits 3M’s liability to the maximum amount permissible by applicable law and no further; (i) Apple will have no responsibility whatsoever for the investigation, defense, settlement, or discharge of any third-party claim that the POST-IT® APP infringes that third party’s intellectual property rights; and (j) Apple and its subsidiaries are third party beneficiaries of this Agreement and, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary; (k) 3M warrants that 3M is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and is not listed on any U.S. Government list of prohibited or restricted parties.

Additional Information for California Residents. If you are a verified California resident, you may have, pursuant to the California Consumer Privacy Act, rights with respect to your personal information with 3M, which apply differently in different circumstances: right to access, right to information, and the right to deletion. 3M does not and will not sell personal information. Most of these rights are not absolute. For more information on these rights and methods for exercising, please visit 3M’s Global Privacy Policy at available at [https://www.3m.com/3M/en\\_US/company-us/privacy-policy/](https://www.3m.com/3M/en_US/company-us/privacy-policy/) or by contacting us toll free at 1-833-256-1792.