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2. PURPOSE

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Licensee will use the GroupMe API, as defined herein, including but not limited to requesting authentication credentials or making calls to the GroupMe API, solely for the purpose of allowing an end user of Licensee to access the GroupMe Services through Licensee Applications. The Licensee's user shall agree to GroupMe's TOS and then be dropped into a group chat experience, the front-end of which is wholly designed by Licensee (and powered by GroupMe on the back-end).

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16.1   Term. These terms will become effective upon first use of the GroupMe API and will remain effective until terminated by either GroupMe or You as set out herein. GroupMe will not be liable in relation to any damage caused by the modification or termination of these API Terms and/or any other applicable additional terms.

16.2   Termination. Either party may terminate this Agreement at any time for no reason. Without limiting other remedies, GroupMe may terminate this Agreement immediately at any time if your use breaches any provision of this Agreement or if you engage in any action, directly or indirectly, that in GroupMe's sole opinion devalues GroupMe's brand, reputation, the GroupMe Services or the GroupMe API or if we think that You have acted in a way which shows that you do not intend to comply with these API Terms.

16.3   Survival.   Upon termination of this Agreement by Licensee or GroupMe for any reason whatsoever: (a) all licenses and rights to use the Licensed Materials and GroupMe Services shall immediately terminate and (b) Licensee will immediately cease any and all use of the Licensed Materials and GroupMe Services. Sections 1, 4, 7, 8, 10-17 shall survive termination of this Agreement.

17. MISCELLANEOUS

17.1   Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between You and GroupMe with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter. Nothing in this

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17.2   Enforceability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

17.3   Assignment. Licensee may not assign any of the rights or obligations granted under this Agreement, voluntarily or by operation of law (including without limitation in connection with a merger, acquisition, or sale of assets). GroupMe may assign, transfer or delegate any of its rights and obligations hereunder without notice or consent.

17.4   Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. Licensee agrees that any dispute arising from or relating to the subject matter of this Agreement shall be governed by the exclusive jurisdiction and venue of the state and federal courts of New York County, New York.

17.5   No Waiver. The section and paragraph headings in this Agreement, along with all provided annotations, are for convenience only and shall not affect the interpretation of this Agreement. The failure of GroupMe to enforce any part of this Agreement shall not constitute a waiver of its right to later enforce that or any other part of this Agreement. Waiver of compliance in any particular instance does not mean that GroupMe will waive compliance in the future.