

MLodi, LLC TERMS OF SERVICE

Date: December 1, 2022

Acceptance of the Terms of Service

Welcome to the App ("App") of MLodi, LLC (collectively "the Company," "MLodi," "Company" "we," "our," or "us"). MLodi is the owner of a certain proprietary mobile application, a habit tracker called "MLodi" which is an event registration and scheduling app. The website and App are collectively referred to as the "Services."

Please read the Terms of Service carefully before you start to use the Website or Services. **By using the Website or Services, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy incorporated herein by reference ("Privacy Policy") available at <https://mlodi.com/legal>.** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Website or Services.

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Service"), govern your ("Your," "You," or "User") access to and use of this website (the "Website") and use of the Services.

All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Services in any manner, whether a user, third party, business, event creator, administrator, teacher or an individual viewing our website or using the Services and each of your heirs, assigns, and successors. If you use the Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity, its directors, officers, employees, and agents.

You are solely responsible for all of your interactions with all **Users**, third-parties or businesses that you contact, or that contact you. Be advised that there are risks, including but not limited to the risk of physical harm, robbery, or assault that could occur when dealing with strangers, including persons who may be acting under false pretenses or pretending that they are a Business. Please use caution with regard to the information you elect to share as part of your User Profile or in any communication you engage in with a prospective Business through the Services. You should only list the contact information that you are comfortable disclosing to Business and other Users of the Services.

The app doesn't allow users to track one another, but only enables users to see the scheduled time and location which is an op-in feature.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS.

This Website and Services are offered and available to users who are 18 years old or older. By using this Website or Services you represent and warrant that you are of legal age to form a binding contract with the Company. If you are not 18 years old or older, you must not access or use the Website or Services.

The App and Services are not a healthcare or medical app or site nor do the App or Services provide or offer any medical advice, counseling or treatment whatsoever for any type of medical diseases, ailments or injuries. The App and Services and its Content are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified health provider with any questions you may have regarding a medical condition. **We also do not endorse or recommend any health care professionals who you might find while using the App or Services.**

BE ADVISED THAT MLODI DOES NOT CONDUCT ANY CRIMINAL BACKGROUND CHECKS ON ANYONE THAT USES THE APP OR SERVICES AND YOU AGREE THAT MLODI IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT OR ACTIONS OF ANYONE THAT USES THE APP OR SERVICES OR ANYONE THAT YOU COME IN CONTACT WITH WHILE USING THE SERVICES.

When using the App and Services, you are responsible for ensuring that your use of the App and Services is in compliance with all applicable laws in the states you reside or do business in.

WE OFFER NO GUARANTEES OR WARRANTIES THE RESULTS OF USING THE APP OR SERVICES WILL MEET ANY OF YOUR REQUIREMENTS. YOUR USE OF THE APP AND SERVICES IS SOLELY AT YOUR OWN RISK.

1. Changes to the Terms of Service

We may revise and update these Terms of Service from time to time at our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website and Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

2. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Service and comply with them.

To access the Services and Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We may, without notice to you, at any time, revise these Terms of Service and any other information contained in this Website. We may also make improvements or changes in the products, services, or programs described in this Website at any time without notice.

3. General

This Website contains proprietary notices and copyright information, the terms of which must be observed and followed.

4. Limited License and Acceptance

Subject to your continued compliance with the Terms of Use, including without limitation the timely payment of all applicable fees, we grant you a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to access and use our Services (whether through the Website, or by downloading and installing the Mobile App, including any updates and bug fixes on one mobile device that you own or control solely for your lawful, personal, and non-commercial entertainment use). Your use is limited for your personal, noncommercial use only. Your access to use of some of the Services is conditioned upon your payment of all fees due and owing to Us by you to access the Services.

The Services, or any portion thereof, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, visited, or otherwise exploited for any commercial purpose without the express written consent of Us. Furthermore, except for the limited rights granted in this Section, you will not (and will not encourage or assist any third party to): (i) modify, alter, tamper with, repair or otherwise create derivative works of the Services or any software or technology included in or used or distributed by Us to provide the Services; or (ii) reverse engineer, disassemble or decompile the Services, or attempt to discover or recreate the source code for the Services.

You may only use a crawler to crawl this Website as permitted by this Website's robots.txt protocol, and We may block any crawlers in Our sole discretion. The use authorized under this agreement is non-commercial in nature (e.g., you may not sell the content you access on or through this Web site.) All other use of this site is prohibited. All rights not expressly granted herein are reserved.

You may not copy, modify, distribute, sell, or lease any part of our Website or Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

You agree that at any time in our sole discretion, without notice to you and without liability of any kind, we may make improvements and/or changes to this Website, restrict or terminate your access to or use of any part or all of the Website, or refuse, move, or remove any material that you submitted to the Website.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

Except for the limited permission in the preceding paragraphs, the Company does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this Website on another Website or in any other media. Any software and other materials that are made available for downloading, access, or other use from this Website with their own license terms will be governed by such terms, conditions, and notices. Your failure to comply with such terms or any of the terms on this Website will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession, custody or control.

5. Registration/Passwords.

To sign up for the Services, we may require you to register for an Account on the Services (an "Account") or log in via Facebook Connect, Twitter or another authentication mechanism (a "Third Party Account"). You must provide accurate and complete information and keep your Account information updated. If you provide any information that is inaccurate, not current or incomplete, or MLodi has reasonable grounds to suspect that such information is inaccurate, we may, disqualify you from collecting and/or redeeming rewards, and/or terminate your Account, at our sole discretion.

There are no sign up, cancellation or registration fees. The fees are charged to the event administrator on a per-registration basis--either percentage or flat fee. Specific fee structure is found at <https://mlodi.com/fees>

You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password and login credentials secure. You may never

use another person's user Account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

You may establish, maintain, use and control only one Account on the Services. Each Account on the Services may only be owned, maintained, used and controlled by one individual. For avoidance of doubt, users may not "co-own" accounts on the Services. In the event We determine that you have opened, maintained, used or controlled more than one Account, in addition to any other rights that We may have, we may suspend or terminate your right to access the Services.

6. Access.

You must provide at your own expense the equipment, Internet connections, devices and service plans to access and use the Services. If you access the Services through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. You are solely responsible for any costs you incur to access the Services from your device. Downloading, installing or using certain Services may be prohibited or restricted by your network provider and not all Services may work with your network provider or device. MLodi makes no representation that the Services can be accessed on all devices or wireless service plans. MLodi makes no representation that the Services are available in all languages or that the Services are appropriate or available for use in any particular location.

7. Use With Your Mobile Device

Use of the Website and Services may be available through a compatible mobile device ("Device"), Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

We MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- A. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- B. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- C. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

7.1 When using Your Devices hereunder: (i) you are responsible for the acquisition, cost and maintenance of Your Devices as well as any necessary wireless data plan; and (ii) We shall make available the App for installation on Your Device. We hereby grant you a personal, non-exclusive, non-transferable license to install and use the App on Your Device solely for the purpose of seeking to use the Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the App (or any data associated therewith) with any third party. You agree that: (i) use of the App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (ii) use of the App on Your Device as an interface with the Services may consume very large amounts of data through the data plan. **WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.**

7.2 Downloading Mobile App. You may access the Mobile App which can be downloaded from an applications store or applications distribution Services, such as the Apple Mobile App Store or Google Play, (the "Mobile App Provider"). You acknowledge and agree that: (i) these Terms & Conditions are entered into between us, and not with the Mobile App Provider, and that we are solely responsible for the Mobile App (not the Mobile App Provider); (ii) the Mobile App Provider has no obligation to furnish any maintenance and support services with respect to the Mobile App; (iii) the Mobile App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the Mobile App or your possession and use of the Mobile App, including, but not limited to: (a) product liability claims; (b) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (iv) in the event of any third party claim that the Mobile App or your possession and use of that Mobile App infringes that third party's intellectual property rights, we will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms & Conditions; (v) the Mobile App Provider and its subsidiaries are third party beneficiaries of these Terms & Conditions as it relates to your license of the Mobile App, and that, upon your acceptance of these Terms & Conditions, the Mobile App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms & Conditions as related to your license of the Mobile App against you as a third party beneficiary thereof; and (vi) you must also comply with all applicable third party terms of service when using the Services.

8. Notice Regarding Apple. You acknowledge that these Terms are between you and MLodi only, not with Apple, and Apple is not responsible for any App or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to any App. In the event of any failure of any App to conform to any applicable warranty, then you may notify Apple and request that Apple refund the purchase price for the relevant App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to any App. Apple is not responsible for addressing any claims by you or any third party relating to any App or your possession and/or use of any App, including, but not limited to: (i) product liability claims; (ii) any claim that any App fails to conform

to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that any App or your possession and use of any App infringes that third party's intellectual property rights. You will comply with any applicable third-party terms, when using any App. Apple, and Apple's subsidiaries, are third-party beneficiaries of this section of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this section of these Terms against you as a third-party beneficiary of these Terms.

You are responsible for any mobile charges that you may incur for using our Services, including text-messaging and data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.

You hereby represent and warrant that (a) you are 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties. If We provide a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail.

9. In-App Purchases. Through the Services, all of your purchases while using the App are done through either the Apple store or the Google Play service and you are agreeing to their respective Terms and Conditions. We do not store any credit card and/or financial information on our servers. (<http://www.apple.com/legal/internet-services/itunes/us/terms.html>; http://play.google.com/intl/en_us/about/play-terms.html). MLodi is not a party to any In App Purchase. **All purchases made by users in the App are processed by third party provider Stripe or Paypal as outlined in Our Privacy Policy.**

10. Apple Device and Application Terms. In the event you are accessing the Services via an application on a device provided by Apple, Inc. ("Apple") or an application obtained through the Apple App Store (in either case, an "Application"), the following shall apply:

a. Both you and MLodi acknowledge that these Terms of Use are concluded between you and MLodi only, and not with Apple, and that Apple is not responsible for the Application or the Content;

b. The Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Use as they are applicable to the Services;

c. You will only use the Application in connection with an Apple device that you own or control;

d. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

e. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

f. You acknowledge and agree that MLodi, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;

g. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, MLodi, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

h. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

i. Both you and MLodi acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of Agreement which may affect or be affected by such use; and

j. Both you and MLodi acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these terms, and that upon your acceptance of these terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as the third-party beneficiary hereof.

11. Third-Party Software. The software you download in connection with any App consists of a package of components, including certain third-party software provided under separate license terms. Your use of the third-party software in conjunction with the App in a manner consistent with the terms of these Terms is permitted, however, you may have broader rights under the applicable third-party terms and nothing in these Terms is intended to impose further restrictions on your use of the third-party software.

12. Purchases.

Paid Applications

Payment for purchases made by you using the App may be through a third party mobile platform provider (e.g., Apple or Google). European Union residents normally have a right to cancel online purchases within 14 days of making them. **Please note and acknowledge: if you are resident in the European Union and purchase a Service from a mobile platform owner**

(e.g. Apple or Google), you may not be able to cancel your order or obtain a refund. Please review the mobile platform owner's terms in this regard before purchase.

You may uninstall Services paid applications at any time at your discretion. All purchases of paid applications are non-refundable.

13. Automatic Renewal

Paid subscriptions to the Services are auto-renewing. You will be charged the stated subscription amount for the subscription period upon completion of your registration and submission of your payment information or, if applicable, at the end of your free trial period if you have not canceled at least 24 hours in advance of the expiration of the trial period. You hereby agree to and authorize automatic (recurring) billing, and you agree to pay the charges made to your account in connection therewith. You will be billed at the then-current applicable subscription price plus any applicable taxes. Payments for renewal subscriptions are processed using the same billing cycle as your current subscription. Subscription fees may change at any time, to the fullest extent permitted under applicable law. Your subscription, and monthly billing of your account, will continue indefinitely until cancelled by you in accordance with the Cancellation section of this Agreement.

14. Services Functionality

The Services allow you to enjoy various features, functionalities and services, which may change from time to time (collectively, the "**Services Functions**"). The Services Functions are provided by MLodi and third party suppliers who offer content and/or services in conjunction with or through the Services (the "**Third Party Partners**"). Services Functions may provide you with location data for basic navigational purposes only and are not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither MLodi, nor any of its Third Party Partners, guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any Services.

15. THIRD-PARTY PARTNERS:

(A). Third-Party Services and Content. The Services may integrate, be integrated into, bundled, or be provided in connection with third-party services, advertising, feeds, and/or content. If you are installing the Services that includes third party services and third party content, such services and content are subject to such third party's terms of services and privacy policies, which may be found on the relevant Third Party Partner's website. The Services may provide access or links to Third Party Partner websites or resources. MLodi has no control over such websites and resources, and you acknowledge and agree that MLodi is not responsible for the availability of such external websites or resources, and does not endorse nor is responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that MLodi shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be

caused by or in connection with use of or reliance on any such Content (as defined below), goods or services available on or through any such website or resource. MLodi will not be a party to or in any way be responsible for monitoring any transaction between you and Third Party Partners.

(B). Access to Third-Party Services and Content through Services All services, advertising, feeds and content, including without limitation, all data, links, articles, graphic or video messages and all information, text, software, music, sound, graphics or other materials ("**Content**") made available or accessible through an Services, whether publicly available or privately transmitted, is the sole responsibility of the entity or person from whom it originated. You hereby acknowledge and agree that by using an Services you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will MLodi be liable in any way for any Content created by or originating with entities other than MLodi, including, but not limited to, any errors or omissions in any such Content, or for loss or damage of any kind incurred as a result of the transmission or posting of such Content by means of an Services.

16. SECURITY

The Services, like other consumer technologies, may not be 100% secure. By accepting this EULA you acknowledge and accept that the Services and any information you download or offer to share by means of the Services, may be exposed to unauthorized access, interception, corruption, damage or misuse, and cannot be regarded as 100% secure. You accept all responsibility for such security risks and any damage resulting therefrom. Further, you are solely responsible for securing your mobile device from unauthorized access, including by such means as using complex password protection and, for Android users, enabling device encryption in your settings. You agree that MLodi shall not be liable for any unauthorized access to your mobile device or the app data thereon.

17. CONSENT TO USE OF DATA AND USER REVIEWS

You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Services. We may use this information in accordance with the Privacy Policy located [here](#).

Additionally, if you choose to provide app store reviews or reviews via any social media channel, or other similar communication or messaging features or services, such information may be made publicly available, including the public-facing username as it appears with the review. If you prefer that we do not use your app reviews for promotional purposes, you will be able to elect for us not to do so by submitting your request to: contact@mlodi.com (please include your name, mailing address, and email address). For security purposes, please do not include any password, social security number, payment card or other sensitive information via these

features. We have the right, but not the obligation to monitor messages and communications between and among users for security and training purposes. We may, but are not obligated to, remove any content we deem inappropriate.

18. Payments

MLodi does not handle payments or payment processing for any purchase of our products; those are handled by third-party payment providers or service providers (such as, Stripe, Apple's App Store). Some third-party service providers may charge you sales tax, depending on where you live. Please check the third-party service provider's relevant terms for details.

Subject to any applicable additional terms and conditions, all purchases are final and non-refundable. And because our performance begins once you tap buy and we give you immediate access to your purchase, you waive any right you may have under any local laws to cancel your purchase once it's completed or to get a refund. **BY ACCEPTING THESE TERMS, YOU AGREE THAT MLodi IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON.**

Some of the Products we offer are for one-time use only, while others are for repeated use. But please note that "repeated" does not mean "forever." We may change, modify, or eliminate Products at any time, with or without notice. You agree that we will bear no liability to you or any third party if we do so. If we suspend or terminate your account, you will lose any Products you purchased through the Services.

It's your sole responsibility to manage your purchases. If you are under 21 (or younger than the age of legal majority in your place of residence), you must obtain your parent's or guardian's consent before making any purchases.

MLodi does not transmit any funds and is not a money-Services business. To the extent such functionality is made available in the Services, it is provided by an unaffiliated third party, and like any other third-party service, subject to that third party's separate terms of use.

Third parties including rehabilitation facilities and rehabilitation counselors may offer Services on the Services and charge fees to Users for those Services. Users agree that third parties, not the Company are solely responsible to settle all disputes and pay all claims, costs and damages to them and that Company has no liability whatsoever with regard to any type of dispute, issue or claim of damages caused by a third party related to the sale of any type of goods, services or product sold or advertised by a third party on the Services.

19. Disclaimer

From time to time, this Website may contain technical inaccuracies or typographical errors, and we do not warrant the accuracy of any posted information. Please confirm you are using the most up-to-date pages on this Website, and confirm the accuracy and completeness of

information before using it to make decisions relating to services, products, or other matters described in this Website.

If any term in this Terms of Service is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Terms of Service will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Terms of Service.

20. Text Messaging

MLodi may send you recurring, automatic "Text Messages" to the phone number you provided when you registered to use the Services. Your consent to receive Text Messages is not a condition of using the App or Services, and you can cancel this service at any time. You will receive these Text Messages if you provide your consent when you provide MLodi with your phone number when signing up for or registering to use the App or Services. Once your consent is provided, MLodi will send informational Text Messages, until you opt out. See below for details on how to opt out.

In addition, if you provide further consent (for example, by checking the opt-in checkbox), you will receive Text Messages from MLodi on behalf of MLodi and /or other organizations MLodi that MLodi believes may be of interest to you.

You may receive Text Messages even if your phone number is on a corporate, state, or national Do Not Call list or registry. You understand that you are not required to provide such further consent to receive Text Messages as a condition of using the Site, and you can opt-out of receiving Text Messages at any time by texting STOP. For Help, text HELP or contact us at: <https://mlodi.com/contact>.

Message and data rates may apply. Neither MLodi nor the participating carriers guarantee that Text Messages will be delivered.

21. Your Compliance with Texting/SMS Laws

You represent, warrant, and agree that: (i) you or your business shall not send text messages to anyone who uses the App on their mobile devices without their explicit written consent; (ii) You or your business shall obtain written consent from anyone who uses the App either (a) by anyone who uses the site texting a keyword from their mobile device to join an SMS database; (b) anyone who uses the App filling out a paper form or You or your business sending an online form to anyone who uses the site which explicitly states that they are subscribing to receive text messages from you once they provide their phone number.

(c) As anyone who uses the App opt in to SMS marketing campaigns created by You or your business, your business shall send clear, conspicuous disclosure of the text messages to them that they will receive.

(d) You or your business shall send instructions to anyone who uses the site on how to opt out from receiving messages (STOP instructions), as well as how they can get help information (HELP instructions).

(e) Your business is required to have a privacy policy conspicuous disclosed on your business' website containing a Text/SMS policy.

22. Tracking Communications

In order to ensure appropriate charging of Fees and to enforce these Terms, We may track the occurrence of communications between users that occur off of the Services via email, phone call, SMS text message, third-party websites, or any other means.

If text messages are sent between users using the telephone number you provided to MLodi when registering for the Services, we may use a third-party Service Pro to track these text messages. We track these text messages for fraud prevention, to ensure appropriate charging of Fees, to enforce these Terms, and for quality and training purposes. As part of this process, We will receive in real time and store data about your text message, including the date and time of the text message, your phone number, and the content of the text message.

23. The Content of Others

Much of the content ("content") on our Services is produced by users and other third parties ("third party content") and may contain content or materials ("materials") from publishers or other Users. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the person or organization that submitted it. Although MLodi reserves the right to review all content that appears on the Services and to remove any content that violates these Terms, we do not necessarily review all of it. So we cannot—and do not—take responsibility for any content that others provide through the Services.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by Users and third parties, including information providers, or any other users of the Website, are those of the respective author(s) or distributor(s) and not of MLodi.

You are responsible for your use of the website and Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. As such, you should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the website or Services or obtained by you through the website or Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the website or Services or endorse any opinions expressed via the

website or Services. You understand that by using the website or Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the website or Services, and we cannot take responsibility for such Content.

We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us, as described in our Copyright policy.

Through these Terms, we make clear that we do not want the Services put to bad uses. But because we do not review all content, we cannot guarantee that content on the Services will always conform to our Terms.

You may be able to post User Content. You must not post any User Content that is threatening, abusive, unlawful, misleading, fraudulent, discriminatory, libelous, defamatory, obscene or otherwise objectionable, or that contains ethnic, sexual, racial or other discriminating slurs. You must also not post any User Content that contains proprietary information, trade secrets, confidential information, solicitations, advertisements, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing), or encourages or causes spamming or flooding.

You are prohibited from posting any User Content containing state, government or federal identification information or numbers (whether your own or of another person), such as national identification number, social security number, passport number, insurance number, driver's license number, immigration number, or any other similar number, code, or identifier. Posting such identification information could possibly cause identity theft. The Company may remove any such identification information, but we are under no obligation to do so and have no responsibility and disclaim all liability or damages for any user posting of such identification information.

The Company reserves the right to disclose all User Content and other relevant or related information, and the circumstances surrounding their transmission, to any third party in connection with operating the Website; to protect itself, its affiliates, its partners and its users or visitors; and to comply with legal obligations or governmental requests. What this means is that we may honor law enforcement or court-mandated requests such as subpoenas or search warrants to reveal a user's electronic address and identity, or other properly requested information.

Although we have no obligation to do so, we may monitor User Content, and reserve the right to delete any User Content or portion thereof that, at the Company's sole discretion, violates the above rules, including any User Content that is unrelated to the specific area of the Website on which it is posted, or that is an advertisement or other commercial message, or that the

Company determines at its sole discretion to be inappropriate. If you believe that any User Content violates this Agreement or our policies, we encourage you to report the content or conduct to us so that we may have the opportunity to consider whether to remove the content or not. Just so there is no ambiguity in these terms and conditions, the Company does not have any obligation to remove any User Content, and whether User Content is deemed to be inappropriate or violates any of the Company's policies will always remain within the sole discretion of the Company.

Please take note of the following: Section 230 of the U.S. Communications Decency Act provides that:

(1) Treatment of publisher or speaker

No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

(2) Civil liability

No provider or user of an interactive computer service shall be held liable on account of-

(A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected; or

(B) any action taken to enable or make available to information content providers or others the technical means to restrict access to material described in paragraph (A).

24. License to User Content and Feedback

You retain your rights to any Content you submit, post or display on or through the website or Services. What's yours is yours — you own your Content (and your photos and videos are part of the Content).

By submitting, posting or displaying Content on or through the Website or Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for MLodi to provide, promote, and improve the Website or Services and to make Content submitted to or through the Website or Services available to other companies, organizations, or individuals for the syndication, broadcast, distribution, promotion, or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by MLodi, or other companies, organizations or individuals, may be made with no compensation paid to you, or to any of your relatives, spouses, or your heirs with respect to the Content that you submit, post, transmit or otherwise make available through the Website or Services.

You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content that you submit.

Only to the extent as permitted by law, if you post content or submit material to the Company, including photographs or material, you grant Us a nonexclusive, worldwide, perpetual, (revocable only as described below), fully paid, royalty-free, sublicensable right and license to use, sell, make, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such content and materials for the purpose of publishing material on the Company's website or its publisher partners, maintaining the Company website, and promoting the Company without restriction. You further grant to the Company, its affiliates, and sublicensees the right to use your user name and/or trademarks and logos in connection with any such User Content or the Company's marketing materials or content that we might publish or display on the Website.

As a user of the Website or Services, you represent, warrant, and acknowledge that: (i) you own the User Content that you submit, display, post or otherwise make available on or through the Website or Services, or that you otherwise have the right to grant the license set forth in this section, (ii) that all such User Content, and its submission, display, posting, or availability on or through the Website or Services does not violate any applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity, and (iii) such submission, posting, display, or availability on or through the Website or services does not result in or cause any breach of contract between you and any third party. You further agree to pay for all royalties, fees, damages, and any other monies of any kind owed to any person or entity by reason of such User Content. You agree to defend, indemnify and hold harmless the Company and its affiliates and sublicensees from all claims of any kind resulting from any such User Content. If you desire to request to revoke the license granted by you in this Section for any such User Content, you must send a certified letter of request to: HMLodi, LLC, 4511 S 300th Pl, Auburn, WA 98001 with a copy of your passport or national identity card (for identity verification purposes) and request removal of such User Content. Your certified letter of request to remove such User Content must include (a) your name, address, telephone number, and email address; (b) the signature of the applicable rights holder for such User Content or a person authorized to act on behalf of the rights holder; (c) identification of the User Content for which the license is to be revoked, as well as all necessary information reasonably sufficient to allow the Company to locate and remove such User Content on the Website or Services; (d) a written statement certifying that you have a good faith belief that you are the rights holder or authorized by the rights holder to revoke the license for the designated User Content; and (e) a statement that the information in the request to remove the user content is accurate, and under penalty of perjury, that you are the rights holder or are authorized to act on behalf of the rights holder with respect to such User Content that you desire to be removed from the Website or Services.

Only if you desire to do so voluntarily, you may offer feedback to the Company about the functionality and performance of the Website, including, without limitation, identifying potential errors, ways to modify the Website, make improvements, fix bugs, or enhance the Website or Services ("Feedback"). By providing Feedback, you hereby grant to the Company a

nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right and license to use, sell, sublicense, reproduce, perform, distribute, display, prepare derivative works from and otherwise exploit all such Feedback for any purpose without restriction. You agree that the Company may disclose any or all Feedback to any third party in any manner, and you agree that the Company may sublicense any or all Feedback in any form to any third party without restriction. By providing any Feedback, you agree that your provision of such Feedback is unsolicited, gratuitous and without restriction, and will not put the Company under any confidentiality, fiduciary, or any other obligation, and that the Company is free to use such Feedback without any additional compensation to you, and that we are free to disclose such Feedback on a non-confidential basis, or otherwise, to anyone. You further acknowledge that, by accepting any Feedback, we do not waive any rights to use similar or related ideas previously known to the Company, developed or created by its employees, or derived from sources other than you.

25. Confidential information

The Company does not want to receive confidential or proprietary information from you through our Website. Please note that any information or material sent to the Company will be deemed NOT to be confidential. By sending the Company any information or material, you grant the Company an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information. You also agree that the Company is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission by email to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this Website will be published or otherwise used with your name on it; or (c) we are required to do so by law. Personally-identifiable information that you submit to the Company for the purpose of receiving products or services will be handled in accordance with our privacy policies.

26. Global availability

Information the Company publishes on the Internet may contain references or cross references to the Company's products, programs and services that are not announced or available in your country. Such references do not imply that the Company intends to announce or make available such products, programs, or services in your country.

27. Links to Third Party Sites

The Website and Services may contain links to other websites ("Linked Site(s)" or "third party sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible for webcasting or any other form of transmission received from any Linked Site. The Company

is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators.

IN NO EVENT SHALL MLODI OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES SUFFERED BY A USER (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE, SPECIAL, OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY LINKED SITE, THIRD PARTY WEBSITE, OR RELATED SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT, OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER MLODI WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT SUCH DAMAGES WERE POSSIBLE.

28. Linking to this Website

The Company consents only to links to this Website in which the link and the pages that are activated by the link do not: (a) create frames around any page on this Website or use other techniques that alter in any way the visual presentation or appearance of any content within this Website; (b) misrepresent your relationship with the Company; (c) imply that the Company approves or endorses you, your website, or your service or product offerings; or (d) present false or misleading impressions about the Company or otherwise damage the goodwill associated with the the Company name or trademarks. As a further condition to being permitted to link to this Website, you agree that the Company may at any time, at its sole discretion, terminate permission to link to this Website. In such event, you agree to immediately remove all links to this Website and to cease any related use of the Company trademarks.

29. Acts Against the Services

You shall not attempt or engage in potentially harmful acts that are directed against the Services including, without limitation, any one or more of the following: (a) using the Services in contravention of any other agreement to which you are a party, including, without limitation, any employment agreement to which you may be a party; (b) causing, allowing, or assisting any other person to impersonate you; (c) sharing your password or login credentials with any other person; (d) logging onto a server or account that you are not authorized to access; (e) creating more than one account, forging usernames, manipulating identifiers, or otherwise impersonating any other person or misrepresenting your identity or affiliation with any person or entity; (f) posting content that contains pornography, graphic violence, threats, hate speech, or incitements to violence; (g) violating or attempting to violate any security features of the Services; (h) emulating or faking usage of the Services; (i) using manual or automated software, devices, scripts, robots, or other means or processes to access, "scrape," "crawl," or "spider" any pages contained in the Website; (j) introducing viruses, worms, software, Trojan horses, or other similar harmful code into the Services; (k) interfering or attempting to interfere with the use of the Services by any other user, host, or network, including, without limitation, by means of

submitting a virus, overloading, “flooding,” “spamming,” “mail bombing,” “pinging,” or “crashing” the Services; (l) causing, allowing, or assisting machines, bots, or automated services to access or use the Services without the express written permission of MLodi; (m) tampering with the operation, functionality, or the security of the Services; (n) attempting to override or circumvent any security or usage rules embedded into the Services that permit digital materials to be protected; (o) attempting to probe, scan, or test the vulnerability of the Services, or any associated system or network, or breach any security or authentication measures; (p) misusing, tricking, disrupting, or otherwise interfering with the functioning of the Services; (q) harvesting or collecting email addresses or other contact information of other users or clients from the Services by electronic or other means; (r) reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for any underlying intellectual property used to provide the Services; (s) engaging in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services; (t) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (u) deep-linking to any portion of this Services without our express written permission; (v) acting illegally or maliciously against the business interests or reputation of MLodi; (w) hyperlinking to the Services from any other website without our initial and ongoing consent; (x) using the Services or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with MLodi; (y) reselling or repurposing your access to the Services or any purchases made through the Services; or (z) using the Services or any of its resources to solicit other users of the Services, merchants, or other business partners of MLodi to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with MLodi, including, without limitation aggregating current or previously offered coupons or deals.

Violations of system or network security may result in civil or criminal liability. You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise impair a computer’s functionality or operation.

30. Respecting Other People's Rights

MLodi respects the rights of others, and so should you. You therefore may not upload, post, send, or store content that:

- violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right;
- bullies, harasses, or intimidates;
- promotes or encourages self-injury, which includes, but is not limited to, suicide, eating disorders, cutting, burning, or scratching;
- promotes or advertises the sale of drugs, firearms, explosives, or anything illegal;
- contains pornography, nudity, graphic violence, threats, hate speech, or incitements to violence;

- discriminates in any way, including on the basis of race, skin color, national origin, gender, disability, religion or age;
- defames; or
- spams or solicits MLodi's users.

You must also respect others' rights. These Terms do not grant you any right to:

- use branding, logos, designs, photographs, videos, or any other materials used in our Services;
- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth in these Terms;
- use the Services or any content on the Services for any commercial purposes without our consent.

In short: you may not use the Services or the content on the Services in ways that are not authorized by these Terms, nor may you help or enable anyone else in doing so.

31. Respecting Copyright

We honor the requirements set forth in the Digital Millennium Copyright Act. We therefore take reasonable steps to expeditiously remove from our Services any infringing material that we become aware of, and if the Company becomes aware that one of its users has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate the user's account.

We make it easy for you to report suspected copyright infringement. If you believe that anything on the the website infringes a copyright that you own or control, please contact us:

MLodi

Attn: Copyright Agent

Address: MLodi, LLC, 4511 S 300th Pl, Auburn, WA 98001.

Email: contact@mlodi.com

If you file a notice by mail with us, it must comply with the requirements set forth at 17 U.S.C. § 512(c)(3). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;

- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

32. Intellectual Property Rights

You acknowledge that all intellectual property rights in the Website and Services, and the Documents anywhere in the world belong to MLodi or our licensors, that the intellectual property rights are licensed (not sold) to you, and that you have no rights to use the Services or the Documents other than the right to use each of them in accordance with these Terms.

You acknowledge that you have no right to have access to the Website or Services in source-code form.

33. Trademark Information

You agree that all of MLodi's trademarks, trade names, service marks, and other logos and brand features that are displayed via the Website and Services (collectively, the "Marks") are trademarks and the property of MLodi. You agree not to display or use our Marks in any manner without receiving our prior permission via email. Sponsor and third party website trademarks are the property of the respective Sponsors and third parties. The display of any Sponsor or third party trademarks via the website and Services does not necessarily mean that MLodi has an affiliation with these entities.

34. Disclaimers

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

You acknowledge that MLodi has no control over, and no duty to take any action regarding: which users gain access to or use the Services, Websites, third party sites and businesses that might offer services via advertisements on the Services; what affects the content on or in connection with the Services may have on you; how you may interpret or use the content on or in connection with the Services; or what actions you may take as a result of having been exposed to the content on or in connection with the Services. You release MLodi from all liability for you having acquired or not acquired content or information through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. MLodi makes no representations concerning any content contained in or accessed through the Services, and MLodi will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. MLodi makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

YOUR ACCESS AND USE OF THE WEBSITE AND SERVICES IS AT YOUR OWN RISK. THE SERVICES IS PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER MLODI NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON OR IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF MLODI, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. WE ARE NOT LIABLE FOR CRIMINAL, TORTUOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES, INCLUDING USERS AND BUSINESSES THAT AFFECT THE WEBSITES AND SERVICES. IN NO EVENT WILL MLODI OR ANY OF ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTUOUS OR ILLEGAL CONDUCT OF OTHER USERS OR BUSINESSES. IN NO EVENT WILL MLOdi OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USERS OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SERVICES.

ANY MATERIAL OR CONTENT ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MLOdi OR THROUGH YOUR USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, MLODI DOES NOT REPRESENT OR WARRANT THAT (I) SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICES AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS, BUSINESSES OR THIRD PARTIES OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY USER, THIRD PARTY OR BUSINESS. YOU UNDERSTAND THAT MLODI DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES OR TO REVIEW OR VET ANY BUSINESSES THAT MIGHT POST ADVERTISEMENTS VIA THE SERVICES. MLODI MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE

CONDUCT OF USERS OF THE SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON AND GIVE OR RECEIVE BUSINESS SERVICES. MLodi EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USERS, BUSINESSES OR THIRD PARTIES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, MLODI'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

MLODI SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH YOUR USE OF THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND MLODI HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

MLodi has no control over and no duty to take any action regarding: other users' behavior; what effects Content may have on you; how you may interpret or use Content; or what actions you may take as a result of having been exposed to Content. You release MLodi from all liability for you having acquired or not acquired Content through the Services. MLodi makes no representations concerning any Content, including the accuracy thereof, contained in or accessed through the Services, and MLodi will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.

35. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, YOUR OFFERING OR PROVIDING SERVICES OR REQUESTING OR RECEIVING BUSINESS SERVICES THROUGH THE SERVICES, WHETHER BY MEANS OF ADVERTISING OR NOT AND ANY CONTACT YOU HAVE WITH OTHER USERS OF THE SERVICES, INCLUDING BUSINESSES OR THIRD PARTIES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER MLODI NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MLODI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY, DEATH OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH USING THE SERVICES; (E) THE USE OF OR INABILITY TO USE THE SERVICES OR COLLECTIVE CONTENT; (F) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR

INTERACT AS A RESULT OF YOUR USE OF THE SERVICES; OR (G) YOUR OFFERING OR PROVIDING BUSINESS SERVICES OR REQUESTING OR RECEIVING BUSINESS SERVICES THROUGH THE SERVICES.

YOU ALSO AGREE THAT YOUR USE OR YOUR MINOR CHILD'S USE OF ANY PRODUCTS AND SERVICES OFFERED BY ANY THIRD PARTIES ON OUR WEBSITE OR SERVICES OR RELATED TO ANY TEACHERS, ADMINISTRATORS OR EVENT COORDINATORS USING THE SERVICES ARE DONE AT YOUR AND YOUR MINOR CHILD'S SOLE RISK. YOU ALSO AGREE THAT ANY RECOMMENDATIONS THAT YOU RECEIVE ON THE WEBSITE OR SERVICES MADE BY ANY THIRD PARTY COMPANIES THAT YOU ACT UPON ARE DONE AT YOUR SOLE RISK AND WE HAVE NO LIABILITY WHATSOEVER WITH REGARD TO ANY THIRD PARTY COMPANY RECOMMENDATIONS.

MLODI DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY OR LIABILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED OR EMBEDDED WEBSITE OR SERVICE (INCLUDING WITHOUT LIMITATION THOSE OFFERED BY OTHER USERS, SUCH AS TEACHERS, ADMINISTRATORS OR EVENT COORDINATORS), AND MLODI WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES INCLUDING ORGANIZATIONS.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF MLODI AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE TERMS, SERVICES, CONTENT, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT OR IN CONNECTION WITH ANY USERS, BUSINESSES OR THIRD PARTIES OR INTERACTIONS WITH ANY OTHER USERS EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU FOR ANY SERVICES HEREUNDER, OR EXCEED ONE HUNDRED US DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE BY YOU.

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

User acknowledges and agrees that without the foregoing exclusions and limitations of liability, MLodi would not be able to offer the Services, and that such exclusions and limitations of liability shall apply, even if they would cause user's remedies under this agreement to fail of their essential purpose.

36. INDEMNIFICATION AND RELEASE

You agree to release, defend, indemnify, and hold MLodi and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with (a) your violation of these Terms; (b) your User Content; (c) your interaction with any Business, third party or user; and (d) the request or receipt or offer or provision of Services by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, physical and emotional injuries, death or otherwise) of any kind arising in connection with such Services.

Notwithstanding the foregoing paragraph, if you are a resident of New Jersey, you only agree to release, defend, indemnify, and hold MLodi and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any third-party claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

If you are a California resident, you waive California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

37. Applicable Law

By using the website and Services you agree that the laws of the State of Washington without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and MLodi.

38. Disputes

ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE AND SERVICES SHALL BE SUBMITTED TO CONFIDENTIAL BINDING ARBITRATION IN KING COUNTY, WASHINGTON EXCEPT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

CONFIDENTIAL ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY UNDER THE CONSUMER ARBITRATION RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA'S CONSUMER RULES"), EXCLUDING ANY RULES AND PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE RULES ARE AVAILABLE AT THE AMERICAN ARBITRATION ASSOCIATION'S WEBSITE.

YOU AND MLODI AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.

THE ARBITRATOR SHALL APPLY STATE OF WASHINGTON LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS

ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN KING COUNTY, WASHINGTON.

If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules.

40. Force Majeure

In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance.

41. Support, Maintenance and Updates

During the Term of this Agreement, We will use commercially reasonable efforts to provide you with email support related to the Services and the App. Scheduled system maintenance shall take place from time to time, and during such time, the Services may be unavailable. Emergency maintenance may be required at other times in the event of system failure. We make no guarantees about uptime. We may, but are not required to develop and provide App updates from time to time, which may include upgrades, bug fixes, patches and other corrections or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features or functionality. You agree that We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the settings of your mobile device, when your device is connected to the Internet the App will automatically download and install available Updates, or you will be prompted to download and install available Updates. You acknowledge that the App or any of its features may not operate properly if you fail to install Updates. You further agree that all Updates will be deemed part of the App and subject to the terms of this Agreement.

42. Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or

condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

43. Entire Agreement

The Terms of Service, including all documents expressly incorporated herein by reference, constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website and Services.

ADDITIONAL TERMS FOR PARENTS OF MINOR CHILDREN, TEACHERS, ADMINISTRATORS AND EVENT CREATORS

You warrant that (i) You have the legal right and ability to enter into this Agreement, (ii) You have all necessary rights, licenses, consents and permissions to use Your Data with the Services, (iii) You are not a competitor of Us, or someone acting on behalf of a competitor, (iv) You or Your company if you are a teacher, administrator or event coordinator is in compliance with the Children's Online Privacy Protection Act (COPPA); (v) If you are a teacher, administrator or event coordinator you or Your company retains personal information collected online from a child for only as long as is necessary to fulfill the purpose for which it was collected and delete the information using reasonable measures to protect against its unauthorized access or use; (vi) If you are a teacher, administrator or event coordinator You and Your Company do not condition a child's participation in an online activity on the child providing more information than is reasonably necessary to participate in that activity; (vii) If you are a teacher, administrator or event coordinator You or Your company shall not post or upload any pictures or videos of children under the age of 18 onto the Services unless a Parent of a minor consents to your doing so; and (viii) Your use of the Services will not violate or breach any applicable laws, regulations or agreements or unreasonably interfere with Our other customers' use of Our services. You further warrant that you understand that all laws applicable to this Agreement, including those governing data and privacy, may change on a regular basis and vary by jurisdiction, and You are solely responsible for compliance with any and all applicable laws and regulations.

PARENTAL CONSENT

As the parent of a minor whose child's information is going to be used, viewed and uploaded by You and/or other Users onto the Services, you agree to the following:

(i) You consent to Users who have signed an agreement with MLodi to access the Services to post or upload pictures or videos of your child revealing their identity under the age of 18 onto the Services, (ii) You consent to Users who have signed an agreement with MLodi to access the Services to use the Services to post information that says your child's name and the date, time and location of your child's performance at any event, (iii) You agree that MLodi shall have no liability for any damages you or your child might suffer as a result of the actions of any Users' use of your child's personal information, and (iv) You understand that you have the right to stop any User from using the Services to collect and use personal information about your child by contacting MLodi at: contact@mlodi.com.

Certain aspects of the Services may be provided for a fee or other charge. If you elect to use paid aspects of the Services, your use of such aspects of the Services shall be subject to this Agreement and Our Subscription Agreement which will be provided to You if you choose to pay a fee to access certain aspects of Our Services. You also agree to be bound by the specific terms included in any order form, statement of work, or the like (if applicable) to which you indicate your acceptance (for instance, by signing the form or via online click-through acceptance, or by making related payments to MLodi).

44. Your Comments and Concerns

This Website and Services is operated by MLodi, LLC, 4511 S 300th Pl, Auburn, WA 98001.

All other notices, feedback, comments, requests for technical support, and other communications relating to the Website please contact us at: contact@mlodi.com

Thank you for visiting the Website.