

Terms of Service

Local-IL

Welcome, and thank you for your interest in <https://local-il.com/> (the "Website" or "Site") and our mobile application Local-IL (the "App"), owned and operated by Local-IL LLC, and hereafter referred to in these Terms of Service as "Local-IL", "us", "our" or "we". Unless otherwise specified, all references to our services (the "Service" or "Services") include the content, services and products available through the Website or App, as well as any software that Local-IL provides to you that allows you to access and use the Services and the App. The term "user", "you" or "your" refers to the user of the Service, including visitors that do not register for an account with Local-IL. The following Terms of Service (the "Terms" or the "Agreement") are a legally binding contract between you and Local-IL regarding your use of the Service.

PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER PROVISIONS IN THE DISPUTE RESOLUTION SECTION OF THESE TERMS. IT AFFECTS HOW DISPUTES ARE RESOLVED. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT, INCLUDING THE DISPUTE RESOLUTION, ARBITRATION PROVISIONS AND CLASS ACTION WAIVER AND ACCEPT ALL OF THE TERMS. YOU MAY NOT USE OR ACCESS OUR PLATFORM IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Acceptance of Our Terms

- a. Please read the following Terms of Service carefully before accessing or using our App, Website and any of the Services. Each time you access or use our App, Website and Services, you, and if you are acting on behalf of a third party, such third party, agree to be bound by these Terms of Service and our Privacy Policy whether or not you register for an account with us. If you do not agree to be bound by all of these Terms, you may not access or use our Service.
- b. Local-IL may change this Agreement at any time by posting an updated Terms of Service on this Website or App. If any amendment to these Terms is unacceptable to you, you shall cease using our Website or App and our Services. If you continue using the Website or App or our Services, you will be constructively deemed to have accepted the changes.
- c. In addition, certain areas of the Service may be subject to additional or supplemental terms and conditions that we make available for your review. By using such areas, or any part thereof, you are expressly indicating that you have read and agree to be bound by the additional terms and conditions applicable to such areas. In the event that any of the additional terms and conditions governing such area conflict with these Terms of Service, the additional terms and conditions will control.

2. Our Service

- a. Local-IL is an online venue (the "Platform") designed with the purpose of connecting a user who wishes to list, organize and invite other users to a dinner, including Shabbat and other Jewish holiday dinners, or other planned events (the "Dinner" or "Event"), with other users that desire to attend a hosted Dinner or Event. The user creating and listing

- a Dinner or Event is a “Host” and the user desiring to attend the Dinner or Event is the “Guest”.
- b. The Platform also functions as an online venue for Israeli and Jewish business owners (“Vendors”) that desire to advertise their business, products or services on our platform and to connect with other users of our Services.
 - c. Local-IL provides two distinct services for our users as described below; the Friday Dinner Zone and the Business Owners Zone.
 - d. **The Friday Dinner Zone (Free)**. Local-IL is an online social networking venue that facilitates the user's ability to Host or be a Guest at a Friday Dinner or Event. The Host can create an Event for a Friday Dinner, a Jewish holiday, or for any other occasion, and determine how many seats are available for Guests, and the date, time and place of the Dinner or Event. Guests can contact the Host for the purpose of attending the Dinner or Event. The Host has the option to review the Guest profile and chat with them in private messaging before approving them to attend the Dinner or Event. The Host can then approve or decline a Guest’s request to attend. Guests can search for Dinners and Events near them or by location worldwide if they choose to do so. Our Services include a “Report User” button for users (Hosts and Guests) to report any unacceptable behavior on the part of any other users on the platform. The Friday Dinner Zone is free for both Hosts and Guests.
 - e. **The Business Owners Zone (Paid Subscription)**. Business Owners Zone is for Israeli and Jewish business owners that desire to advertise their business, products or services on our platform. To advertise in the App, these users will be required to create a business profile with the business type (category), description of products or services, location, bio, contact info and a photograph. The Business Owners Zone is a paid Subscription Service provided by Local-IL. Description and terms of the Subscription are set forth below in this Agreement.
 - f. Any modifications and new features added to the Service are also subject to this Agreement.
 - g. Local-IL reserves the right to modify or discontinue the Service or any feature or functionality thereof at any time without notice to you. All right, title and interest in and to our Service and its components (including all intellectual property rights) will remain with, and belong exclusively to, Local-IL.

3. Platform/Service Disclaimer

- a. Our Platform’s sole function is to allow our users to meet other users for the purposes described in Section 2 of this Agreement, and we do not, and will not, act or provide any other service to any Host, Guest or Vendor, other than making the Platform and its functionality available for its intended purposes.
- b. Local-IL is not a party to agreements entered into between Hosts, Guests and Vendors. We are not agents, representatives or employees of any Host, Guest or Vendor.
- c. Each Host and Guest hereby acknowledges and agrees that you are responsible for your own acts and omissions when you are present at a Dinner or other Event including, without limitation any damage to the property (location of Dinner or Event), damage, loss or theft of any personal property of any Host or other Guest, or physical injury to any person present at a Dinner or an Event.
- d. Local-IL does not and will not mediate, arbitrate or attempt to resolve any disputes between Hosts, Guests or Vendors.

- e. Local-IL does not verify or endorse any Host, Guest or Vendor identities or the accuracy of the information they provide in their listing or in their Vendor information and content profile.
- f. You are solely responsible for determining the identity, suitability, and for your interactions with the people you choose to engage with through the Platform.
- g. When interacting with other users, you should exercise caution and common sense to protect your personal safety and property. We make no representations or warranties as to the conduct of the people you choose to interact with.
- h. You assume all risk when using our Services, including, without limitation, all risks associated with any online or offline personal interactions with others.
- i. Local-IL is not responsible for any damage or harm resulting from your interactions with Guests, Hosts and Vendors. By using the Platform, you agree that any legal remedy to which you may be entitled for actions or omissions of other users will only be asserted against the person(s) who caused you harm.
- j. In no event shall Local-IL, its employees, consultants, executives or officers be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of a user or anyone else in connection with the use of our Service including, without limitation, theft, bodily injury, emotional distress, death and/or any other damages resulting from communications with, contact with or personal interaction with other users.

4. Independent Contractors; No Guarantees, Warranties or Endorsements

The Business Owners Zone users of our Services are independent contractors and Local-IL is not a party to any relationship, purchases, dealings or contract between users, including sales of goods, proposals, selection, contracting and performance of Business Owners Zone user's services. Local-IL is only a technology platform that provides a venue on which users can meet and independently decide whether or not to engage a Business Owners Zone user for purchase of goods or services. Local-IL does not have control over the quality, suitability, reliability, timing, legality, failure to provide, or any other aspect whatsoever of any goods or services provided by Business Owners Zone users, nor of the integrity, responsibility or any of the actions or omissions of any Business Owners Zone user. Local-IL makes no representations, guarantees or warranties whatsoever with respect to any goods or services offered or provided by Business Owners Zone users, whether in public, private, in online or offline interactions; or about the accreditation, registration or licensing of any Business Owners Zone user.

For the avoidance of any doubt and in furtherance of the above:

- a. Local-IL is not a party to any agreement for Business Owners Zone user's goods or services.
- b. The Business Owners Zone users are not employees or agents of Local-IL.
- c. Local-IL is not an agent or representative of any user.
- d. Local-IL does not, in any way, supervise, direct, or control the Business Owners Zone users.
- e. Local-IL makes no representations about, and does not guarantee or warranty the quality, safety, or legality of the Business Owners Zone users goods or services, including, without limitation, all warranties, express or implied, Including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

- f. Local-IL does not set Business Owners Zone user's work hours, work schedules or location of work.
- g. Local-IL does not intervene in any transaction between the users. If you have any issues with a Business Owners Zone user, you must resolve it between yourselves.
- h. Local-IL Services may identify a Business Owners Zone user with a title, nevertheless, Local-IL does not endorse or recommend the goods or services of any particular Business Owners Zone user and we do not independently verify their representations about their goods or services, their qualifications, their background, their identities, the ability of Business Owners Zone user to deliver their goods or services, nor do we validate any reviews. It is the sole responsibility of each user of our Platform to evaluate the Business Owners Zone users and their qualifications to provide the goods or perform the work or service.
- i. Business Owners Zone users are solely responsible for any taxes they are required to collect and remit to a tax collection authority.

5. Eligibility for Our Service

- a. By using our Services, you represent and warrant that you have attained the age of majority where you reside (18 years of age in most jurisdictions) and are otherwise capable of entering into binding contracts including this Agreement. Local-IL reserves the right to request documented proof of your compliance with these terms of eligibility.
- b. In order to use our Services, you represent and warrant that (i) you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction; (ii) you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations; (iii) you have never been convicted of, or pled no contest to, a felony, a sex crime, or any crime involving violence; iv) that you are not required to register as a sex offender with any state, federal or local sex offender registry; you do not have more than one account with us; and, you have not previously been removed from our Services by us.

6. Accounts and Registration

- a. To access some features of the Service, you will be required to register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your name, date of birth, personal profile, personal photograph, e-mail address, phone number or other personal information). Business Owners Zone registrants will be required to also provide the business type (category), description of products or services, location, biographical profile, contact info and a photograph. Some of this information may be of a confidential nature and may include personal identifying information (all "Your Information").
- b. If you provide Your Information to us then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity or age. You also agree to keep Your Information current and to update Your Information if any of Your Information changes.
- c. Our collection, use and disclosure of Your Information are governed by this Agreement and our Privacy Policy.
- d. As a condition of your registration for an account, you agree to comply with our Terms of Service and our Privacy Policy, comply with all applicable laws and regulations, treat all users of Local-IL with respect and courtesy, comply with our Acceptable Use Guidelines and refrain from encouraging, promoting, or agreeing to engage in any activity that violates our Terms of Service, Privacy Policy and Acceptable Use Guidelines.

7. Privacy and Your Personal Information

For information about the Local-IL data protection practices and privacy policies, please read our Privacy Policy here <https://local-il.com/about-us>. This policy explains how we treat your personal information, and protect your privacy when you use the Services. You agree to the use of your data in accordance with the Local-IL Privacy Policy.

8. Account Management

- a. If you have been issued an account by Local-IL in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. If you become aware of any unauthorized access to your account, you should notify Local-IL immediately.
- b. Users of Local-IL are prohibited from allowing other parties to use their account under any circumstances.
- c. Local-IL may send notices to the email address or text messages to your mobile phone registered with your account. You must keep your email address, mobile phone number and, where applicable, your contact details and payment details associated with your account current and accurate.
- d. We reserve the right to modify, suspend or terminate the Service, any user account or your access to the Service for any reason, without notice, at any time, and without liability to you.
- e. You can cancel your account at anytime. Upon termination or cancellation, all licenses and other rights granted to you in these Terms will immediately cease.
- f. We reserve the right to refuse to issue an account to anyone or permit access to the Service to anyone for any reason at any time.

9. Business Owners Zone Subscription Plan and Refund Policy

There is no Subscription Plan required for users of the Friday Dinner Zone, and access to this Service on Local-IL is free for both Hosts and Guests.

A paid Subscription Plan is required for users of the Business Owners Zone. Local-IL offers automatically renewable and payable Business Owners Zone Subscription Plans for business owners. We offer a six (6) month Subscription Plan and a twelve (12) month Subscription Plan. The features, subscriber rights, terms and prices of these Subscription Plans may change from time to time and the most current descriptions and prices may be found on our Subscription Plan page here <https://local-il.com/subscription>.

- a. By completing your registration for a Business Owners Zone Subscription Plan, you authorize Local-IL, or its secure third party payment processor, to charge your payment method on a recurring periodic basis for: (i) the applicable Subscription Plan charges; (ii) any and all applicable taxes; and (iii) any other charges incurred in connection with your use of the Local-IL services. The authorization continues through the subscription term, and any renewal term, until the subscriber cancels the Business Owners Zone Subscription Plan.
- b. By purchasing a Business Owners Zone Subscription Plan, you expressly acknowledge and agree that (i) your subscription has an initial and recurring periodic payment feature, and Local-IL (or our third party payment processor) is authorized to automatically charge your payment method at the then-current Subscription Plan rate for your subscription period as long as your subscription continues, and (ii) your

Subscription Plan is continuous and will be automatically extended for successive subscription periods until you cancel it.

- c. You may cancel your Business Owners Zone Subscription Plan at any time, by logging into your account or emailing us at support@local-il.com and following the instructions, if any, we provide you in response to your cancellation request.
- d. If you cancel your Business Owners Zone Subscription Plan, you will be entitled to a prorated refund of your last subscription fee payment calculated on the unused time remaining in your subscription term.
- e. If your Business Owners Zone Subscription Plan is terminated for your failure to comply with these Terms or the Privacy Policy, or your use the Services in a way that causes legal liability to us, you will not be eligible for a refund of the unused time remaining in your subscription term.
- f. Local-IL may submit periodic Business Owners Zone Subscription Plan charges without further authorization from you, until you provide prior notice that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before Local-IL reasonably could act.
- g. We reserve the right at any time to accept or decline any Business Owners Zone Subscription Plan order. We reserve the right to terminate your Business Owners Zone Subscription Plan at any time.

10. Prices

- a. All prices displayed in our Services are in U.S. dollars unless otherwise indicated.
- b. All applicable taxes and other charges are additional and your responsibility.
- c. We reserve the right in our sole discretion to change prices at any time and without notice.

11. Payment

- a. By providing Local-IL or our third party payment processor with your method of payment information, you authorize us to charge you for subscription purchases using the secure third party payment processor we make available to you. Our payment gateway partners use secure servers with state-of-the-art encryption and secure sockets layer (SSL) technology for the transfer of credit card information. Additionally, we have security measures in place to protect our customer database and access to this database is restricted internally.
- b. You must keep all information about your payment method current. If you tell us to stop using your payment method and we no longer receive payment from you, we may cancel your account and Business Owners Zone Subscription Plan. Your notice to us will not affect charges to your account before we reasonably could act on your request.
- c. You agree that we may charge you, and you will pay to Local-IL, any fee or penalty that is assessed or charged to us for a "Chargeback" resulting from a failure or refusal of your selected method of payment to make a required payment. This payment shall be refunded to you in the event that your selected method of payment resolves this dispute in your favor.

12. Free Trial Subscription. Local-IL offers a free trial subscription period for the Business Owners Zone ("Trial Subscription"). The duration of the Trial Subscription will be for sixty (60) days. Trial Subscriptions are limited to new Service subscribers only. Upon the expiration of the Trial Subscription period, the first paid Subscription Plan Fee for the Service will be automatically charged to the payment method you provided when you created your account, unless you timely cancel the Trial Subscription.

13. Suspension and Termination of Services

- a. Local-IL may limit or suspend or terminate the Services to any user if you fail to comply with these Terms, the Privacy Policy or if you use the Services in a way that causes legal liability to us or disrupts use of the Service by other users.
- b. Local-IL may also suspend providing the Services to any user if we are investigating suspected misconduct by you. Local-IL will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action.

14. Your License, Access and Use of our Services

- a. Your right to access and use our Services is personal to you and is not transferable by you to any other person or entity. Access to our Services may not be available in all locations. You are only entitled to access and use our Services for lawful purposes and pursuant to the terms and conditions of this Agreement and our Privacy Policy. Any action by you that, in our sole discretion: (i) violates the terms and conditions of this Agreement and/or the Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of our Services; or (iii) through the use of our Services, defames, abuses, harasses, offends or threatens others, shall not be permitted, and may result in your loss of the right to access and use our Services.
- b. The rights granted to you in these Terms are subject to the following restrictions: (i) you shall not license, sell, rent, lease, transfer, assign, distribute, Host, or otherwise commercially exploit the Services or Our Content; (ii) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services or Our Content; (iii) you shall not access the Services in order to build a similar or competitive Service; and (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.
- c. Furthermore, you agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our Services or any portion of our Services or for any other purpose, without our prior written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from our Services without our prior written permission and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of our Services or any activities conducted on our Services; (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to our Services, or (v) interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- d. Except as expressly permitted in this Agreement, you shall not collect or harvest any personally identifiable information, including account names, from our Services.
- e. Our Services may now, or in the future, have "publicly accessible areas" that allow users to post User Content (hereafter defined) that will be accessible by the public or the user population generally. As a user of the Services, you acknowledge and affirmatively agree that in the course of using the Services you may be exposed to User Content that might

be offensive, harmful, inaccurate or otherwise inappropriate. You further agree that we shall not, under any circumstances, be liable in any way for any User Content.

- f. You shall not use any communication systems provided on our Services including, without limitation email, for any commercial or solicitation purposes. You shall not solicit for commercial purposes any users of our Services without our prior written permission.
- g. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your purchases or use of the Services.

15. Intellectual Property Rights to Our Content

- a. Our names, graphics, videos, logos, page headers, button icons, scripts, and service names used to provide our Website or App are our trademarks or trade dress in the United States and/or other countries (collectively the "Proprietary Marks"), and are owned by Local-IL. You may not use the Proprietary Marks without our prior written permission.
- b. We make no proprietary claim to any third-party names, trademarks or service marks appearing on our Services. Any third-party names, trademarks, and service marks are property of their respective owners.
- c. The information, content, documentation, guides, descriptions, advice, data, software and any other content viewable on, contained in, or downloadable from our Services (collectively, "Our Content"), including, without limitation, all text, graphics, charts, pictures, photographs, images, videos, audio files, line art, icons and renditions, are copyrighted by us, or otherwise licensed to us, or Our Content suppliers.
- d. We also own a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of Our Content (the "Collective Work").
- e. All software used on, or within our Services is our property or the property of our software vendors and is protected by United States and international copyright laws. Viewing, reading, printing, downloading, listening to, or otherwise using Our Content and/or the Collective Work does not entitle you to any ownership or intellectual property rights to Our Content, the Collective Work, or the Software.
- f. You are solely responsible for any damages resulting from your infringement of our, or any third-parties, intellectual property rights regarding the Trademarks, Our Content, the Collective Work, the Software and/or any other harm incurred by us, or our affiliates, as a, direct or indirect, result of your copying, distributing, redistributing, transmitting, publishing or using the same for purposes that are contrary to the terms and conditions of this Agreement.

16. Proprietary Rights

As between Local-IL and you, Local-IL or its licensors own and reserve all right, title and interest in and to the Service and all hardware, software and other items used to provide the Service, other than the rights explicitly granted to you to use the Service in accordance with these Terms. No title to, or ownership of, any proprietary rights related to the Service is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by Local-IL.

17. Use of Our Content

- a. We grant you a limited, revocable, non-exclusive, non-sublicensable license to access, print, download or otherwise make personal use of Our Content and the Collective

Work for your noncommercial personal use provided, however, that you shall not delete any proprietary notices or materials with regard to the foregoing.

- b. You may not modify Our Content or the Collective Work, or utilize them for any commercial purpose or any other public display, performance, sale or rental; nor may you decompile, reverse engineer, or disassemble Our Content and the Collective Work, or transfer Our Content or the Collective Work to another person or entity.

18. Information Accuracy Disclaimer

- a. We attempt to ensure that information on this Service is complete, accurate and current. Despite our best efforts, the information on our Service may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy, or currency of any information on the Service.
- b. Furthermore, information on the Service may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct or make changes in such information without notice.

19. User Content Rights and Related Responsibilities; Your License to Local-IL

- a. "User Content" means, without limitation, any messages, texts, reviews, digital files, images, photos, personal profile, artwork, videos, audio, comments, feedback, suggestions and documents, or any other content you upload to a publicly accessible area of the Local-IL Website or App, or transmit or otherwise make available to Local-IL and its users, if permitted, via the Services. You represent and warrant that you own or otherwise control the rights to your User Content and that each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use those parts at any and all times. You further agree to indemnify Local-IL and its affiliates for all claims arising from or in connection with any claims to any rights in your User Content or any damages arising from your User Content.
- b. By submitting User Content on or through the Service to a publicly accessible area of the Local-IL Website or App, you grant Local-IL a perpetual, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, Host, store, cache, archive, index, categorize, comment on, broadcast, stream, download, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such User Content without attribution, and without the requirement of any permission from, or payment to, you or to any other person or entity, in any manner including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes, and in any and all media now known or hereafter devised.
- c. In order for us to provide the Service to you, we require that you grant us certain rights with respect to User Content, including the ability to transmit, manipulate, process, store and copy User Content in order to provide our Services. Your acceptance of this Agreement gives us the permission to do so and grants us any such rights necessary to provide the Service to you.
- d. You agree that any User Content you submit to a publicly accessible area of the Local-IL Website or App may be viewed by other users, any person visiting or participating in the Service and by the public in general.
- e. Local-IL expressly disclaims any liability for the loss or damage to any User Content or any losses or damages you incur as a result of the loss or damage of any User Content. It is your responsibility to back-up any User Content to prevent its loss.

- f. You are solely responsible for your User Content, including, without limitation, reviews, comments and feedback, and any damages suffered by Local-IL resulting there from.
- g. Local-IL may block, remove or return any User Content at any time for any reason whatsoever, or for no reason at all. We are not responsible for the authenticity, accuracy, completeness, appropriateness, or legality of User Content.
- h. You represent and warrant that all information that you submit is authentic, accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false.
- i. User Content uploaded to a publicly accessible area of the Local-IL Website or App is not considered to be confidential, and you agree not to submit User Content to a publicly accessible area of the Website or App in which you have any expectation of privacy.
- j. You may submit comments or ideas about the Services ("Ideas"). By submitting any Ideas, you agree that your disclosure is gratuitous, unsolicited, and without restriction, and that we are free to use, and disclose, the Ideas on a non-confidential basis or otherwise to anyone without any additional compensation to you.

20. Acceptable Use Guidelines; Code of Conduct

Local-IL is committed to providing a safe and friendly platform. To ensure the best possible experience for all users of our Services, we have established some basic acceptable use guidelines and rules for your conduct. By using our Services, you agree that you have read and will follow the rules and guidelines set forth below. Please take a moment to acquaint yourself with these important rules and guidelines. In order to preserve a climate that encourages productive, civil and meaningful interaction, Local-IL reserves the right to suspend or terminate a user's account for a violation of these rules.

You agree not to use our Service to transmit or distribute any messages or User Content as defined in these Terms of Service that is false, offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, defamatory, racially or ethnically offensive, invasive of privacy or publicity rights, inclusive of hate speech, violates the rights of any party, gives rise to liability, is politically oriented, contains corrupted data or any other harmful, disruptive, or destructive files, or that would constitute or encourage a criminal offense. The following includes, without limitation, examples of the things you may not do:

- a. Stalk, harass, defame, abuse, bully, threaten or otherwise violate the legal rights of others.
- b. Advocate others for the harassment or intimidation of another person.
- c. Provoke or antagonize people, including trolling.
- d. Impersonate any person or entity.
- e. Send or promote messages that involve violence, racism, bigotry, hatred, physical harm or discrimination of any kind against any group or individual.
- f. Promote illegal activities or conduct that is defamatory, libelous or otherwise objectionable.
- g. Send or promote material that exploits people in a sexual, pornographic or violent manner.
- h. Send or promote anything that exploits children or minors or that depicts cruelty to animals.

- i. Send or promote anything that depicts people in places where they have an expectation of privacy without their knowledge and consent, like a bathroom, dressing room, locker room, etc.
- j. Engage in sending illegal or impermissible communications including, without limitation bulk messaging and auto-messaging.
- k. Send or promote messages that encourage or suggest self-harm to another person.
- l. Solicit personal information from anyone under the age of 18.
- m. Use the service in an illegal manner, to commit an illegal act or to provide instructional information about illegal activities.
- n. Transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware.
- o. Infringe upon someone else's trademark, copyright or other intellectual property or other rights, including public display of photos of individuals attending any Events.
- p. With the exception of users in the Business Owners Zone, promote unsolicited commercial activities including without limitation sales, contests, sweepstakes, barter, advertising, and business offers.
- q. Engage in spam. Please don't transmit, distribute or post any advertising, promotional materials, junk mail, "spam," chain letters, pyramid schemes, or any other form of solicitation.

Local-IL reserves the right to suspend or terminate any user account at any time for any reason, with or without warning and without liability to the user. If you violate these guidelines, we may suspend or terminate your account and notify law enforcement. Please respect and honor these guidelines and report any violations to support@local-il.com. We have no obligation to delete content that you find personally objectionable or offensive. We reserve the right to modify these rules with or without notice at any time. If you have questions, comments, concerns or feedback regarding these guidelines or our Services, please contact us at support@local-il.com.

21. Reporting Inappropriate Activity, Behavior or Content

Local-IL is committed to providing a safe, respectful and courteous venue for our users and we will not tolerate inappropriate activity, behavior or content, either on the Service or in person. If you experience inappropriate user content or user misconduct on or off the Service, you are encouraged to immediately report it to us at support@local-il.com or use the "Report User" button available in our App.

22. Third Party Links and Affiliates; Products, Services and Content

Our Service may contain features, services and functionalities linking you to, or providing you with, access to third party products, merchandise, services, content, websites, directories, servers, networks, systems, information, databases, applications, software, programs, and the Internet as a whole. In certain instances, we may have an Affiliate relationship with these third parties and receive compensation from the operator of the third party website by virtue of your clicking to, or making a purchase on, that site. Because we have no control over such sites and resources, we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any products, merchandise, services, content, advertising or other materials on, or available from, such websites or resources. When you visit or use a third party's website you are thereafter subject to, agree to read and consent to the third party's Terms of Service and Privacy Policy and you release us from any liability.

23. Third Party Social Networking

Local-IL may now, or in the future, support sign-on from third-party social networking sites to make it easier for you to sign in or create an account with Local-IL. If you elect to sign-on through a third-party social networking site, you may use those credentials, which will automatically be linked to your account. Use of third-party platforms to create and access your account is subject to the terms and conditions and privacy policies of such third parties. If you access our Services through a third party social networking site or application including, but not limited to, Facebook, Instagram, LinkedIn or X (formerly Twitter), you agree that you have read the third party social networking site Terms of Service and Privacy Policy, authorize Local-IL to access and store certain information about you that is made available through that third party social networking site, and further authorize us to collect, store, retain and use, your information in accordance with our Privacy Policy.

24. Electronic Communications

- a. Although we may choose to communicate with you by regular mail, we may also choose to communicate with you by electronic means including, without limitation, email, telephone, text, SMS or by posting notices on our Services. When you use our Services, you consent to communicating with us electronically.
- b. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Additional charges from your telecommunication carrier may apply.

25. Security

Violating the security of our Services is prohibited and may result in criminal and civil liability. Local-IL may investigate incidents involving such violations and may involve, and will cooperate with law, enforcement if a criminal violation is suspected. Security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Service or to breach security or authentication measures, unauthorized monitoring of data or traffic and interference with service to any user, Host, or network.

26. Copyright and Intellectual Property Policy

We respect the intellectual property rights of others. We reserve the right to remove any User Content on the Services that allegedly infringe upon another person's copyright, trademark or other intellectual property right, and/or terminate, discontinue, suspend and/or restrict the account of any User on the Service that allegedly infringe upon another person's intellectual property rights. We provide this policy pursuant to Section 512 of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act ("DMCA").

A valid complaint under the DMCA must provide the following information in writing:

- a. An electronic or physical signature of a person authorized to act on behalf of the copyright owner.
- b. Identification of the copyrighted work that you claim has been infringed.
- c. Identification of the material that is claimed to be infringing and where it is located on the Service.
- d. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, email address.
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law.
- f. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

Federal law provides that if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees. The above information must be submitted to the Copyright Agent at: support@local-il.com.

Counter-Notice

If you receive notification that your User Content has been removed from the Services, you have an opportunity to appeal this removal if you believe that your User Content was removed in error. If you believe that the removed User Content does not violate any third-party rights, or you have authorization from the rights-holder or the rights-holder's authorized agent to use the material in question, you may appeal the removal by sending an email notice to the Copyright Agent at: support@local-il.com with the following information:

- a. Your physical or electronic signature.
- b. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled.
- c. A statement under penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

Your name, address, and telephone number, and a signed statement that you consent to the jurisdiction of state and federal courts in the state of Texas, and that you will accept service of process from the party who made the initial infringement claim (or their authorized agent) if they choose to pursue legal action.

27. Local-IL Mobile App Software End User License Agreement (EULA)

THE LOCAL-IL TERMS OF SERVICE AND PRIVACY POLICY TERMS AND CONDITIONS, TO THE EXTENT NOT STATED HEREIN, ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE AS IF SET FORTH IN FULL.

THIS EULA, TOGETHER WITH THE LOCAL-IL TERMS OF SERVICE AND PRIVACY POLICY, ARE THE ENTIRE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND LOCAL-IL WITH RESPECT TO THE USE OF THE APP AND OUR SERVICE.

BY INSTALLING THE APP OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS EULA, INCLUDING THE WARRANTY DISCLAIMERS, INDEMNITY, RELEASE, LIMITATION OF LIABILITY PROVISIONS AND OTHER TERMS CONTAINED IN THE LOCAL-IL TERMS OF SERVICE AND PRIVACY POLICY. IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SERVICE. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS, DO NOT INSTALL THE APP OR OTHERWISE ACCESS OR USE OUR WEBSITE OR APP OR SERVICE.

We make software available to users in order to access the Local-IL mobile App via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. Local-IL does not warrant that the Mobile Software will be compatible with your mobile device.

Local-IL hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Local-IL account on a mobile device owned or leased solely by you, for your personal use.

You may not: (a) modify, disassemble, decompile or reverse engineer the Mobile Software; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (c) make any copies of the Mobile Software; (d) remove, circumvent, disable, damage or

otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (e) delete the copyright, trademark and other proprietary rights notices on the Mobile Software.

You agree that Local-IL may collect and use data, including but not limited to technical information about your mobile device, computer and physical location to facilitate the provision of user support, technical support, product improvement and software updates.

You acknowledge that Local-IL may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades.

Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Local-IL or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Local-IL reserves all rights not expressly granted under this Agreement.

The Mobile Software originates in the United States, and is subject to United States export laws and regulations. You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the App, you represent and warrant that (i) you are not located in any 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

The Software and Documentation are provided with United States government Restricted Rights. Use, duplication, or disclosure by the United States government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (b) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. S:52.227-19, as applicable.

28. Mobile Application from a Third Party App Store

The following applies to any App Store Sourced Application accessed through or downloaded from a Third Party App Store:

- a. You acknowledge and agree that (i) the Terms are concluded between you and Local-IL only, and not the Third Party App Store, and (ii) Local-IL, not the Third Party App Store, is

solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the Third Party App Store Terms of Service.

- b. You acknowledge that the Third Party App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- c. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify the Third Party App Store, and the Third Party App Store will refund the purchase price for the App Store Sourced Application to you, and to the maximum extent permitted by applicable law, the Third Party App Store will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Local-IL and the Third Party App Store, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Local-IL.
- d. You and Local-IL acknowledge that, as between Local-IL and the Third Party App Store, the Third Party App Store is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- e. You and Local-IL acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Local-IL and the Third Party App Store, Local-IL, not the Third Party App Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.
- f. You and Local-IL acknowledge and agree that the Third Party App Store, and their subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, the Third Party App Store will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- g. Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the Third Party App Store Sourced Application

29. INTERACTION WITH OTHERS; NO IDENTITY OR BACKGROUND VERIFICATIONS

LOCAL-IL DOES NOT CONDUCT ANY CRIMINAL, SEXUAL OFFENDER OR OTHER BACKGROUND VERIFICATION CHECK OR SCREENING OF USERS. YOU ASSUME ALL RISK WHEN USING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL RISKS ASSOCIATED WITH ANY ONLINE OR OFFLINE PERSONAL INTERACTIONS WITH OTHERS.

- a. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE IDENTITY, SUITABILITY AND FOR YOUR INTERACTIONS WITH THE PEOPLE YOU CHOOSE TO ENGAGE WITH THROUGH THE SERVICE. YOU UNDERSTAND THAT WE CURRENTLY DO NOT CONDUCT ANY BACKGROUND CHECKS INCLUDING, BUT NOT LIMITED TO, CRIMINAL, FINANCIAL, SEX OFFENDER OR ANY OTHER BACKGROUND CHECKS OR SCREENINGS. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF THE PEOPLE YOU CHOOSE TO INTERACT WITH. WHILE NOT OBLIGATED TO DO SO, LOCAL-IL RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CONDUCT ANY CRIMINAL OR SEX

OFFENDER BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

- b. YOU ASSUME ALL RISK WHEN USING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL RISKS ASSOCIATED WITH ANY ONLINE OR OFFLINE PERSONAL INTERACTIONS WITH OTHERS.
- c. IN NO EVENT SHALL LOCAL-IL, ITS EMPLOYEES, CONSULTANTS, EXECUTIVES OR OFFICERS BE LIABLE (DIRECTLY OR INDIRECTLY) FOR ANY LOSSES OR DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF A USER OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, THEFT, BODILY INJURY, EMOTIONAL DISTRESS, DEATH AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS WITH, CONTACT WITH OR PERSONAL INTERACTION WITH OTHER USERS.
- d. USERS SHOULD NOT PROVIDE THEIR FINANCIAL INFORMATION, INCLUDING, BUT NOT LIMITED TO CREDIT CARD OR BANK ACCOUNT INFORMATION, OR WIRE OR OTHERWISE SEND MONEY, TO OTHER USERS.
- e. LOCAL-IL DOES NOT MAKE ANY GUARANTEE, EITHER EXPRESS OR IMPLIED, REGARDING YOUR COMPATIBILITY WITH USERS YOU MEET THROUGH THE SERVICE.

30. Disclaimers; No Warranties

- a. OUR CONTENT AND ALL SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SERVICES OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES AND ALL PRODUCTS AND SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES IS AT YOUR SOLE RISK.
- b. WHEN YOU USE OUR SERVICES, WEBSITE OR APP YOU DO SO AT YOUR SOLE RISK AND ACKNOWLEDGE AND AGREE THAT LOCAL-IL DOES NOT HAVE AN OBLIGATION TO CONDUCT ANY BACKGROUND CHECKS INCLUDING, BUT NOT LIMITED TO, CRIMINAL, FINANCIAL, SEX OFFENDER OR ANY OTHER BACKGROUND CHECKS OR SCREENINGS. FURTHERMORE, WE MAKE NO REPRESENTATION OR GUARANTEE OF THE NUMBER OF USERS AVAILABLE ON OUR SERVICE AT ANY PARTICULAR TIME OR ANY USER'S INTEREST IN OR DESIRE TO ENGAGE OR COMMUNICATE WITH YOU.
- c. LOCAL-IL AND ITS AFFILIATES AND THIRD PARTY PARTNERS DISCLAIM ANY RESPONSIBILITY FOR AND SHALL NOT HAVE ANY LIABILITY, DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, AS A RESULT OF (I) ANY INCORRECT, FALSE, MISLEADING OR INACCURATE CONTENT POSTED BY USERS ON THE WEBSITE OR APP OR PROVIDED IN CONNECTION WITH THE SERVICE; (II) ANY LOCAL-IL VERIFICATION OF A USER; AND (III) THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE SERVICES.
- d. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF OUR SERVICES.
- e. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THIRD-PARTY SERVICE PROVIDERS THAT WE MAY USE IN THE OPERATION, PROCESSING AND ADMINISTRATION OF THE SERVICES.
- f. WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE SECURITY, ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES, OR THE SAFETY, RELIABILITY, TITLE, TIMELINESS, COMPLETENESS, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES.
- g. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE FOR DOWNLOADING FROM OUR SERVICES IS FREE OF INFECTION FROM ANY VIRUSES, MALICIOUS SOFTWARE OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.
- h. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISS DELIVERY, OR UNTIMELY DELIVERY OF ANY CONTENT, INFORMATION OR MATERIAL.

- i. WE MAKE NO REPRESENTATIONS THAT OUR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN ANY JURISDICTIONS. WHEN YOU ACCESS OR USE OUR SERVICES FROM A JURISDICTION, THEN YOU DO SO BY YOUR OWN VOLITION AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.
- j. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

31. LIMITATION OF LIABILITY

- a. IN NO EVENT SHALL WE BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR ACCESS AND USE OF OUR SERVICES; (II) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE OUR SERVICES FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF OUR CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; (V) YOUR RELIANCE UPON OR USE OF OUR CONTENT OR THE COLLECTIVE WORK, (VI) THE CONDUCT, ACTIONS OR BEHAVIOR OF A USER YOU HAVE ANY INTERACTION WITH; OR (VII) ANY DIGITAL DATA, IMAGES, PHOTOS, ARTWORK, VIDEOS, AUDIO, DOCUMENTS, INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH OUR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF OUR SERVICES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
- b. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH, PROVIDED BY OR ADVERTISED ON THE WEBSITE OR APP OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE WEBSITE OR APP SERVICE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE OR APP OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE WEBSITE OR APP SERVICE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITE OR APP SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE WEBSITE OR APP SERVICE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.
- c. LOCAL-IL MAY AT ANY TIME, IN ITS SOLE DISCRETION, DELETE ANY USER CONTENT WITHOUT INCURRING ANY LIABILITY FOR SUCH DELETION OR LOSS RESULTING FROM SUCH SELECTION. LOCAL-IL EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE LOSS OR DAMAGE TO ANY USER CONTENT OR ANY LOSSES OR DAMAGES YOU INCUR AS A RESULT OF THE LOSS OR DAMAGE OF ANY USER CONTENT.
- d. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, PUBLIC HEALTH EMERGENCIES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES.
- e. OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED \$100.
- f. YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR USER GENERATED CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH USER GENERATED CONTENT AND THIRD-PARTY CONDUCT RESTS ENTIRELY WITH YOU.
- g. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- h. CERTAIN STATE OR JURISDICTIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

32. Indemnification

- a. You agree that you will be personally responsible for your use of the Service; and you further agree to defend, indemnify and hold harmless Local-IL and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of, or alleged use of, the Service or the products you purchase through the Service; (ii) your violation of these Terms of Service or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your infringement upon the property rights, intellectual property rights (copyrights and trademarks) or other rights of others; (iv) your violation of any third party right, including without limitation publicity, confidentiality, or privacy right; (v) any death, or serious physical or emotional harm resulting from your use of the Services or products purchased through the Service.
- b. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

33. Release

- a. By using the Services, you release, to the maximum extent allowed by law, Local-IL, its officers, directors, employees, affiliates, and agents from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, your use of our Services or products purchased through the Service, including without limitation, any death or serious emotional or physical harm.
- b. If you are a California resident, you waive California Civil Code §1542, which says: "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."

34. Interruption of Service

- a. Your access and use of our Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of our Services or other actions that we, in our sole discretion, may elect to take.
- b. You agree that we will not be liable to you or to any third party for any interruption of the Services or any part thereof.

35. Governing Law

This Agreement, and any separate agreements whereby we provide you Services, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in the State of Texas.

36. Our Remedies

- a. You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement.

- b. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state courts of record or a United States District Court for the State of Texas. You consent to the jurisdiction of such court and waive any objection to the venue of any such action or proceeding in such court.

37. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. THIS SECTION ALSO CONTAINS AN AGREEMENT THAT YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

You and Local-IL agree that any claim or dispute at law or equity that has arisen, or may arise, between you and Local-IL (including any claim or dispute between you and a third-party agent of Local-IL) that relates in any way to or arises out of this or previous versions of this Agreement, your use of or access to the Services, the actions of Local-IL or its agents, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Dispute Resolution Section.

- a. **Applicable Law.** You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Texas, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Local-IL, except as otherwise stated in this Agreement.
- b. **Agreement to Arbitrate.** This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Local-IL, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. You agree that, by entering into these Terms, you and Local-IL are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. If you reside in the U.S., the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- c. **PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF.** YOU AND LOCAL-IL AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND LOCAL-IL AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).
- d. **Pre-Arbitration Dispute Resolution.** We at Local-IL believe that most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@local-il.com. If such efforts prove unsuccessful, a party who intends to seek

arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Local-IL should be sent to the address provided in the Contact Us section at the end of these Terms of Service ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Local-IL and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Local-IL may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Local-IL or you shall not be disclosed to the arbitrator during the arbitration proceeding.

- e. **Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope and enforceability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Local-IL and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for USD \$10,000 or less, Local-IL agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds USD \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.
- f. **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- g. **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection titled "**Prohibition of Class and Representative Actions and Non-Individualized Relief**" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection above titled "**Prohibition of Class and**

Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

- h. **Judicial Forum for Legal Disputes.** Unless you and we agree otherwise, in the event that the Arbitration Agreement above is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in the State of Texas in and for the County in which Local-IL has established its principal office. You and we agree to submit to the personal jurisdiction of the courts located within the State of Texas for the purpose of litigating all such claims or disputes. You also agree that: (i) our Services shall be deemed solely based in the State of Texas; and (ii) our Services shall be deemed passive Services that do not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of Texas.

38. Law Enforcement

- a. Local-IL is committed to cooperating with law enforcement while respecting each individual's right to privacy. If Local-IL receives a request for user account information from a government agency investigating criminal activity, we will review the request to be certain that it satisfies all legal requirements before releasing information to the requesting agency.
- b. Furthermore, under 18 U.S.C. §§ 2702(b)(8) and 2702(c)(4) (Voluntary Disclosure Of Customer Communications or Records), Local-IL may disclose user account information to law enforcement, without a subpoena, court order, or search warrant, in response to a valid emergency when we believe that doing so is necessary to prevent death or serious physical harm to someone. Local-IL will not release more information than it prudently believes is necessary to prevent harm in an emergency situation.

39. Statutory Rights; Notice To California Residents

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing, currently at: 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone, currently at (800) 952-5210 in order to resolve a complaint regarding our Website.

40. Amendments to this Agreement

We reserve the right to update or amend this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will take effect immediately upon us posting the updated Agreement on our Services. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately below this Agreement. Your continued access and use of our Services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

41. Severability

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

42. No Waiver

Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

43. Term and Termination

This Agreement is effective beginning when you a) first access our Website or our App, b) you first access or use our Services; or c) purchase a Business Owners Zone Subscription Plan. This Agreement will terminate upon your request to cancel your registered Local-IL account, or request to cancel your Business Owners Zone Subscription Plan. Local-IL may, at its sole discretion, terminate this Agreement, or suspend or terminate your access to our Services, at any time for any reason or no reason, with or without notice. Upon termination of this Agreement, by you or Local-IL, your license rights will terminate and you must immediately cease all use of Website, App and Services.

44. Entire Understanding

This Agreement and the Privacy Policy represent the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

CONTACT US:

If you have to provide us with any Notice, or have any questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at support@local-il.com or mail us here:

Local-IL LLC

Last updated: November 20, 2024