

Mobjority / Terms of Use

Terms of Use

Version 1.00

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WELCOME TO Mobjority! Petohmi Software, LLC (“COMPANY” OR “WE”) OPERATES THE Mobjority APPLICATION (EACH, AN “APPLICATION”), RELATED WEBSITES OF THE COMPANY, ITS AFFILIATES OR AGENTS WITH LINKS TO THIS TERMS OF USE (COLLECTIVELY, THE “WEBSITE”) AND ANY RELATED SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE OR APPLICATION (EACH A “SERVICE” AND COLLECTIVELY, THE “SERVICES”). PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS OF USE”) CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, SERVICES OR APPLICATION, COMPLETING THE REGISTRATION PROCESS, OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE COMPANY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE TERMS OF USE. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE APPLICATION. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE APPLICATION OR THE SERVICES.

THE TERMS OF USE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Your use of, and participation in, certain Services may be subject to additional terms (“Supplemental Terms”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “Terms.”

Company knows that your privacy is important. For this reason, we have created a privacy policy that describes our collection, use and disclosure practices regarding any personal information that you provide to us. The security of your personal information is important to us. While there is no such thing as “perfect security” on the Internet, we will take reasonable steps to help ensure the safety of your personal information. However, you understand and agree that such steps do not guarantee that the Website is invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities. We reserve the right to cooperate with local, state, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of your personal information.

PLEASE NOTE THAT The Terms are subject to change by THE Company in its sole discretion at any time. When changes are made, the Company will make a new copy of the Terms of Use available within the Application and at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the within the Application or Website. We will also update the “Last Updated” date at the top of the Terms of Use. If we make any material changes, and you have registered with us to create an Account (as defined in Section 3.1 below), we will also send a notification to you with in the Application Any changes to the Terms will be effective immediately for new Users of the Application and/ or Services and the Website, will be effective thirty (30) days after posting notice of such changes on the Website for existing Users, provided that any material changes shall be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch message notice of such changes to Registered Users (defined in Section 3.1 below). The Company will require you to provide consent to the updated Terms in a specified manner before further use of the Application, Services and/ or the Website, is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall not have access to the Application, Website, and/or the Services.

Background: We provide an anonymous platform for users to obtain answers to questions, to state what is on their minds and to obtain regional information via mapping and GPS services. You'll need to download our Application and become a Registered User (see Section 2) to start using all the services provided by the Application. Use of the Services and Company Properties. The Application, the Software, the Website, the Services, and the information and content available on the Website and in the Application and the Services (as these terms are defined below) (collectively, the "Company Properties") are protected by copyright laws throughout the world. Unless otherwise specified by the Company in a separate license, your right to use any Company Properties is subject to the Terms.

Application License: Subject to your compliance with the Terms, the Company grants you a limited non-exclusive, non-transferable, non-sub licensable, revocable license to download, install and use a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

Updates: You understand that the Company Properties are evolving. As a result, the Company may require you to accept updates to the Company Properties that you have installed on your mobile device. You acknowledge and agree that the Company may update the Company Properties with or without notifying you.

Certain Restrictions: The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Company Properties or any portion of the Company Properties, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Company Properties (including images, text, page layout or form) of the Company; (c) you shall not use any metatags or other "hidden text" using Company's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Company Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders,

robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) access the Company Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Company Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Company Properties. Any future release, update or other addition to the Company Properties shall be subject to the Terms. The Company, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Company Properties terminates the licenses granted by the Company pursuant to the Terms.

Acceptable Use: It is our goal to provide an enjoyable experience for all users. As a result, when you use the Company Properties, you must follow our Acceptable Use Policy, which is incorporated by reference herein. You also may not advocate, encourage or assist any third party in violating our Acceptable Use Policy. We may amend this policy from time to time.

Third-Party Materials: As a part of the Company Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for the Company to monitor such materials and that you access these materials at your own risk.

Registration

Registering Your Account: In order to access certain features of the Company Properties you may be required to become a Registered User. For purposes of the Terms, a “Registered User” is a User who has registered an account on the Application (“Account”).

Registration Data: In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration form (the “Registration Data You represent that you are (1) at least seventeen (17) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Company Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that

you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Company Properties by minors. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Company Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. The Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Company Properties if you have been previously removed by the Company, or if you have been previously banned from any of the Company Properties.

Necessary Equipment and Software: You must provide all equipment and software necessary to connect to the Company Properties, including but not limited to, a mobile device that is suitable to connect with and use the Company Properties, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Company Properties.

Responsibility for Content

Types of Content: You acknowledge that all Content, including the Company Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not the Company, are entirely responsible for all Content that you upload, post, transmit or otherwise make available ("Make Available") through the Company Properties ("Your Content"), and other Users of the Company Properties, and not the Company, are similarly responsible for all Content they Make Available through the Company Properties ("User Content").

No Obligation to Pre-Screen Content: You acknowledge that the Company has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although the Company reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that the Company pre-screens, refuses or removes any Content, you acknowledge that the

Company will do so for the Company's benefit, not yours. Without limiting the foregoing, the Company shall have the right to remove any Content that violates the Terms or is otherwise objectionable. If you believe Content provided on the Company Properties violates the Terms for objectionable Content, you can report the Content via the mobile Application. The Company will respond and review the report within 24 hours and remove the Content if it is deemed objectionable by the Company and may also suspend the user who provided the objectionable Content. The Company will provide, via the mobile Application, a feature to block the Content of another User that you determine to be objectionable.

Storage: Unless expressly agreed to by the Company in writing elsewhere, the Company has no obligation to store any of Your Content that you Make Available on the Company Properties. The Company has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Company Properties. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. You agree that the Company retains the right to create reasonable limits on the Company's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by the Company in its sole discretion.

Ownership

Company Properties: Except with respect to Your Content and User Content, you agree that the Company and its suppliers own all rights, title and interest in the Company Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or the Company Properties.

Trademarks: Company's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Company Properties or in connection with the Services are the trademarks of the Company and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Company Properties are the property of their respective owners.

Other Content: You agree that you have no right or title in or to any Content that appears on or in the Company Properties.

Your Content: As a Company account holder you may submit Content to the Service and you understand that the Company does not guarantee any confidentiality with respect to any Content you submit.

You shall be solely responsible for your Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to the Company all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.

By submitting Content to the Company, you hereby grant the Company a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and the Company's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant the Company all of the license rights granted herein.

Username: Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on the Company Properties, you hereby expressly permit the Company to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

Your Account: Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further

acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of the Company.

Your Profile: Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person's permission.

Feedback: You agree that submission of any ideas, suggestions, documents, and/or proposals to the Company through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that the Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to the Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Company Properties.

Investigations: The Company may, but is not obligated to, monitor or review the Company Properties and Content at any time. Without limiting the foregoing, the Company shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although the Company does not generally monitor user activity occurring in connection with the Company Properties or Content, if the Company becomes aware of any possible violations by you of any provision of the Terms, the Company reserves the right to investigate such violations, and the Company may, at its sole discretion, immediately terminate your license to use the Company Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

Interactions with Other Users

User Responsibility: You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services; provided, however, that the Company reserves the right, but has no obligation, to intercede in such disputes. You agree that the Company will not be responsible for any liability incurred as the result of such interactions.

Content Provided by Other Users: The Company Properties may contain User Content provided by other Users. The Company is not responsible for and does not control User Content. The Company has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

Third-Party Services

Third-Party Websites & Ads: The Company Properties may contain links to third-party websites (“Third-Party Websites”) and advertisements for third parties (collectively, “Third-Party Websites & Ads”). When you click on a link to a Third-Party Website or Ad, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of the Company. The Company is not responsible for any Third-Party Websites & Ads. The Company provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites & Ads, or their products or services. You use all links in Third-Party Websites & Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

App Stores: You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from which you received the Application license, e.g., the Apple iPhone or Android app stores (“App Store”). You acknowledge that the Terms are between you and the Company and not with the App Store. The Company, not the App Store, is solely responsible for the Company Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Company Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using the Company

Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

Indemnification: You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “Company Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Company Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to the Company Properties.

Disclaimer of Warranties.

As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE COMPANY PROPERTIES IS AT YOUR SOLE RISK, AND THE COMPANY PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE COMPANY PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE COMPANY PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE COMPANY PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE COMPANY PROPERTIES WILL BE CORRECTED.

ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE COMPANY PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE COMPANY PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE COMPANY PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

From time to time, THE Company may offer new “beta” features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at THE Company’s sole discretion. The provisions of this section apply with full force to such features or tools.

No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE COMPANY PROPERTIES. YOU UNDERSTAND THAT COMPANY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE COMPANY PROPERTIES.

Limitation of Liability.

Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE COMPANY PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE COMPANY PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE COMPANY PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE COMPANY PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE COMPANY PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO THE COMPANY PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

User Content: THE COMPANY PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

Procedure for Making Claims of Copyright Infringement. It is the Company's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to the Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Company Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Company Properties of

the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for the Company's Copyright Agent for notice of claims of copyright infringement is as follows: Petohmi Software, LLC, Attention: Copyright Agent, PO Box 130783, Dallas, Texas 75313-0783.

Term and Termination.

Term: The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Company Properties, unless terminated earlier in accordance with the Terms.

Prior Use: Notwithstanding the foregoing, if you used the Company Properties prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used the Company Properties (whichever is earlier) and will remain in full force and effect while you use the Company Properties, unless earlier terminated in accordance with the Terms.

Termination of Services by Company: You agree that all terminations for cause shall be made in the Company's sole discretion and that the Company shall not be liable to you or any third party for any termination of your Account.

Termination of Services by You: If you want to terminate the Services provided by the Company, you may do so by (a) un-installing the Application.

Remedies

- **Violations:** If the Company becomes aware of any possible violations by you of the Terms, the Company reserves the right to investigate such violations. If, as a result of the investigation, the Company believes that criminal activity has occurred, the Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. The Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Company Properties, including Your

Content, in the Company's possession in connection with your use of the Company Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of the Company, its Users or the public, and all enforcement or other government officials, as the Company in its sole discretion believes to be necessary or appropriate.

Breach. In the event that the Company determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the Company Properties, the Company reserves the right to:

- Warn you via a notification that you have violated the Terms;
- Delete any of Your Content provided by you or your agent(s) to the Company Properties;
- Discontinue your registration(s) with the any of the Company Properties, including any Services or any Company community;
- Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- Pursue any other action which the Company deems to be appropriate.

International Users: The Company Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that the Company intends to announce such Services or Content in your country. The Company Properties are controlled and offered by the Company from its facilities in the United States of America. The Company makes no representations that the Company Properties are appropriate or available for use in other locations. Those who access or use the Company Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

General Provisions

Electronic Communications: The communications between you and the Company use electronic means, whether you visit the Company Properties or send the Company e-mails, or whether the Company posts notices on the Company Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from the Company in

an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

Release: You hereby release the Company Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Company Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of the Company Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

Assignment: The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without the Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Force Majeure. The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Compliance: If you believe that the Company has not adhered to the Terms, please contact the Company by emailing us at mobjority@petohmisoftware.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation

Limitations Period. YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, THE COMPANY PROPERTIES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Dispute Resolution

Any claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms where the total amount of the award sought is less than Five Thousand U.S. Dollars (US \$5,000.00) may be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration shall be initiated through an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section and under the rules of such ADR Provider, except to the extent such rules are in conflict with the Terms. The party demanding arbitration will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider. The ADR Provider and the parties must comply with the following rules: (1) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (2) all arbitration proceedings shall be held in English; (3) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed to by the parties; and (4) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Please note that the laws of the jurisdiction where you are located may be different from Texas law, including the laws governing what can legally be sold, bought, exported, offered or imported. You shall always comply with all the international and domestic laws, ordinances, regulations and statutes that are applicable to your use of the Company Properties.

Any other dispute (including whether the claims asserted are arbitrable) shall be referred to and finally determined by binding and confidential arbitration. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by the Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively “Rules and Procedures”).

You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by

a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and the Company must abide by the following rules: (i) ANY CLAIMS BROUGHT BY YOU OR THE COMPANY MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (ii) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (iii) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, the Company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (iv) the Company also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (v) the arbitrator shall honor claims of privilege and privacy recognized at law; (vi) the arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for the purposes of enforcement of the arbitration award; (vii) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (viii) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by applicable law.

The arbitral proceedings, and all pleadings and written evidence will be in the English language. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or true copy thereof. The English language version will control. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator will not have authority to award damages in excess of the amount, or other than the types, allowed by Section 12 of the Terms. Judgment on the award of the arbitrator may be entered by any court of competent jurisdiction. The arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief it deems

just and equitable and within the scope of the Terms, including, without limitation, an injunction or order for specific performance. The arbitration award shall be final and binding upon the parties without appeal or review except as permitted by California law or United States federal law.

Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Dallas County, Texas. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Dallas County, Texas, in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within Dallas County, Texas for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

With the exception of (d)(i) and (ii) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either (d)(i) or (ii) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor the Company shall be entitled to arbitration. If for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Dallas County, Texas. By using the Company Properties in any manner, you agree to the above arbitration provision.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

Governing Law: The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Texas, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Choice of Language: It is the express wish of the parties that the Terms and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Notice: Where the Company requires that you provide an e-mail address, you are responsible for providing the Company with your most current e-mail address. In the event that the last e-mail address you provided to the Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, the Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to the Company at the following address: Petohmi Software LLC, PO Box 130783, Dallas, TX 75313-0783. Such notice shall be deemed given when received by the Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Severability: If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Export Control: You may not use, export, import, or transfer the Company Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Company Properties, and any other applicable laws. In particular, but without limitation, the Company Properties may not be exported or re-exported (a) into any United States 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's Denied Person's List or Entity List. By using the Company Properties, you represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Company Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S.

government authorization, export, re-export, or transfer the Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

Accessing and Download the Application from iTunes: The following applies to any Application accessed through or downloaded from the Apple App Store (“App Store Sourced Application”):

You acknowledge and agree that (i) the Terms are concluded between you and the Company only, and not Apple, and (ii) the Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between the Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Company.

You and the Company acknowledge that, as between the Company and Apple, Apple 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.

You and the Company 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 the Company and Apple, the Company, not Apple, 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.

You and the Company acknowledge and agree that Apple, and Apple’s 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, Apple 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.

Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

Entire Agreement: The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

ACCEPTABLE USE POLICY

Last Updated: [7-15-2017]

Welcome to the Mobjority Acceptable Use Policy, which describes the guidelines applicable to your use of the services provided by Petohmi Software LLC for Mobjority mobile application, website and related services (“Services”). You are responsible for ensuring that your use of the Services, including any content that you provide, upload, or otherwise make available to the Services (“Your Content”), complies with these guidelines.

You will not use, or permit or encourage others to use, the Services for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available User Content that is illegal, harmful, or offensive. Examples of prohibited use or content include:

Illegal Activities: Any activities that violate applicable law, rule, or regulation, including advertising, transmitting, or making available gambling sites or services or distributing, uploading, downloading, enabling, or promoting child pornography.

Harmful or Fraudulent Activities: Activities that may be harmful to others or our operations, business, or reputation, including offering fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.

Infringing Content: Content that may infringe, misappropriate, or violate the rights of any third party, such as, but not limited to, copyrights, trademarks, and rights of privacy or publicity.

Offensive Content: Obscene, vulgar, or offensive content; defamatory content; content that harasses, threatens, or abuses other persons or groups; sexual content or nudity involving persons under the age of 17; and content depicting non-consensual sex acts.

Harmful Content: Content or technology that may damage, interfere with, intercept, or expropriate any data, information, program, or systems, including viruses, malware, Trojan horses, worms, time bombs, corrupted files, or cancelbots.

Fraud or Impersonation: Impersonate any person or entity, including, but not limited to, the Company personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Inappropriate Content: Make available any content that you do not have a right to Make Available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

You will not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Examples of prohibited use include:

Unauthorized Access: Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security, access control or authentication measures used by a System.

Interception: Monitoring of data or traffic on a System without permission.

Falsification of Origin: Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

You will not engage in activities of any kind that may interfere with or disrupt the functioning of any of the Services or the servers and networks used to provide any Services, including, but not limited to:

Unauthorized communication: Making network connections to any users, hosts, or networks unless you have permission to communicate with them.

Monitoring or Crawling: Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

Denial of Service (DoS): Sending a target communications requests in a manner such that the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

Intentional Interference: Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions: Using physical or electronic means to avoid any use limitations placed on any System, such as access and storage restrictions.

You will not use the Services for or any part thereof for any commercial purpose, including, but not limited to communicating or facilitating any commercial advertisement or solicitation. In addition, you may not market any goods or services for any business purposes, nor may you reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of the Services (including your Account), or access to or use of the Services;

You will not distribute, publish, send, or facilitate the sending of unsolicited commercial or mass e-mail or other messages, promotions, advertising, or solicitations (e.g., “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Acceptable Use Policy or the policies of that provider.