

Terms of Use

Thank you for visiting the Social Judo website and application. This site is owned by, and hosted and operated by, and the Services are provided by, K&M Bristol Holdings, LLC (the “Company”), which is a registered Massachusetts Limited Liability Company, with a business address of 335 Elm Street, Dartmouth, Massachusetts 02748, and all such take place within the United States of America.

IT IS IMPORTANT TO NOTE THAT THESE TERMS OF USE GOVERN YOUR USE OF THIS WEBSITE AND THE APPLICATION, WHICH ARE PROVIDED BY K&M BRISTOL HOLDINGS, LLC. BY ACKNOWLEDGING THAT YOU HAVE AGREED TO THESE TERMS WHEN YOU ESTABLISHED YOUR SUBSCRIPTION, AND, BY ACCESSING THIS WEBSITE AND THE APPLICATION, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE ARE SUBJECT TO CHANGE BY K&M BRISTOL HOLDINGS, LLC AT ANY TIME IN ITS DISCRETION. YOUR USE OF THIS WEBSITE AND APPLICATION AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS OF USE REGULARLY. IN ORDER TO BE CERTAIN THAT YOU KEEP YOURSELF FULLY UP-TO-DATE ON ANY SUCH CHANGES, BE CERTAIN TO REVIEW THE TERMS OF USE ON A REGULAR BASIS.

ACCESS TO THIS WEBSITE AND APPLICATION

Social Judo provides you with a unique tool to help you parent your child in cyberspace. In order to access the website, and use the application, you represent that you are the parent or the legal guardian of a child or children under the age of 18, or, of a child or children that are 18 or older, with their express written consent (hereafter your “Child or Children). You also represent that you are not a resident of Iowa or Vermont, as those states do not allow the monitoring of cellular and other devices. Lastly, you represent that you may only use Social Judo to monitor the cellular and like devices of your Child or Children, as defined above, and, for no other individual, and further, that such use will only be for purposes of increasing their safety in cyberspace, not for any other purpose. By proceeding to use the site and the application, you acknowledge that

you are compliant with these restrictions, that you are being truthful and accurate as to these restrictions, and, you accept that if these terms are not met, the Company has the absolute right to block your access to the site and application, and, to cancel your subscription without notice to you.

The Company grants you (as a permitted user) a limited, revocable, non-exclusive license to access the site in compliance with applicable law and these Terms of Use. Use of our site beyond the scope of authorized access granted to you by these Terms of Use immediately terminates that license.

Access and use of our site may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. The Company is not responsible for any delays, delivery failures, or other damage resulting from such problems, or from the unavailability of the site for any reason.

All rights not expressly granted by these Terms of Use are reserved to us, or, if applicable, our licensors.

ACCESS TO THE SERVICES

To use Social Judo, you must subscribe by establishing an account. By becoming a subscriber and using the website and application to help you parent your Child in cyberspace, you acknowledge that the Company will collect various information for access by you, via your unique passcode, to provide this assistance, including, without limitation, text messages, photographs, GPS coordinates, telephone logs, contacts, installed applications, websites visited, social media activity and the like, whether on cellular telephones or other mobile devices, as well as on computers. By becoming a subscriber, you also acknowledge that you will be able to control your Child's cellular telephone remotely, with regard to certain aspects of that telephone. In addition to agreeing to these terms, you are specifically directing the Company to undertake to grant you such access, collect such data, and, to control your Child's cellular telephone remotely. You further agree that the Company is not responsible, in any manner, for the content of the information you access, including whether or not is offensive, upsetting, violates any confidences/confidentiality, or is, or otherwise would be, objectionable. By becoming a subscriber, and agreeing to these Terms of Use, you further acknowledge that Social Judo may periodically be updated, which updates may or may not be completed automatically with regard to your devices and those of your Child.

By subscribing to Social Judo, you also acknowledge the following: The application can be used on/with Apple's operating system, known as iOS. Apple regularly

upgrades/updates its operating system, such that the application and/or supporting software may become inoperable indefinite time periods, which may occur without notice. Accordingly, the Company cannot and does not guarantee the availability of the application, or, certain features thereof, with respect to how the same operates on Apple cellular telephones, mobile devices and computers. Should an interruption to the use of the application, or any of its features, be attributable to such an Apple upgrade/update, which lasts for a period of 7 days or more, the Company will provide a credit on a pro-rated basis, toward the next billing cycle of your subscription, unless the interruption is caused by or otherwise related to your failure to upgrade/update the Apple cellular telephone/device(s)/computer. Additionally, by subscribing to Social Judo, you acknowledge that such Apple cellular telephones, devices, and computers must be properly backed-up to the iCloud, as this is necessary to retrieve the data from which the application is able to provide the monitoring services and other features. Without proper back-up, some or all of the features will be unavailable for use. Likewise, the “real-time” ability of some of the features of the application will be impacted, as the application can only access that data which has been backed-up; while some of the data may be available in “real-time” as the cellular telephone/device(s)/computer are may constantly be backing up to the iCloud, some may not. Also, due to the way in which certain data is backed-up to the iCloud, and the storage thereof, you acknowledge that you may be limited in being able to access some or all deleted text/SMS messages, or other data, on the Apple iOS device being monitored. As such, you acknowledge that these back-up and storage issues on the iCloud, and the effects thereof on the application are beyond the control of the Company, and, that the Company will not be responsible for any of these issues, or any resulting impact on your use of the application; this applies even if your cellular telephone/device or Computer is an Android or PC product, as access to the data is based upon the cellular telephone, device and/or computer that is being monitored. You further acknowledge that the Company will only keep monitored data for a limited period of time, and, that any access to older data will be between you and you provider(s).

By subscribing to Social Judo, you accept these Terms of Use, and, make certain representations, including that you are truthful in the information you have provided, including, without limitation, the date of birth of your Child, and, your residence. You also represent that you will only use Social Judo for its intended purpose of assisting you in parenting your Child in cyberspace, that you will only install Social Judo on cellular telephones, mobile devices and computers that you own, or, have other been granted consent to so install by a user who is over 18 years of age but has signed a written consent for you to monitor their cellular telephones, mobile devices and computers, that you will not use any collected data, whether of your Child or another for any other purpose, commercial or otherwise, and, that you will not use Social Judo, including any such collected data, in violation of any Federal, State or local laws, regulations, rules or

ordinances (including those of any country outside of the United States of America), including that you will not use Social Judo to monitor anyone who is a resident of the states of Iowa and Vermont. You further agree that any collected data from a child who is not your child, to which you have access, may not be published, shared or otherwise distributed (excluding your Child's other parent if you have added them to your list of users), except to that child's parent or legal guardian, or, to the police or other authority, including a school official, should there be a safety or like concern. Additionally, you agree that no other individual may use the account for which you are a subscriber (excluding your Child's other parent if you have added them to your list of users), including remote control of your Child's cellular telephone, other mobile devices, or, his or her computer, and, that you may not share or transfer your subscription, nor may you disclose your password to anyone else. By becoming a subscriber, you also acknowledge that you may not decompile or disassemble, reverse engineer, hack or otherwise attempt to discover any source code contained in our site. You also agree that you will not undertake, initiate or participate in any attack of any nature, including without limitation denial-of-service attacks or other attacks intended to disrupt the website, application or related software, nor will you attempt to gain unauthorized access to the same, the accounts of other subscribers, nor any collected data of any Child or Children that is/are not yours, nor will you disseminate nor distribute the same should you have access thereto, either due to your efforts or otherwise, nor will you interfere with any other subscribers use of the website, application or software. Furthermore, you acknowledge that you may not use the website, application or software for the benefit of any third party (other than the Child's other parent), whether for financial compensation or otherwise, nor shall you seek to use the website, application or software in any manner other than as intended by the Company, nor to damage or destroy the website, application or software in any way, through any means, nor shall you seek to mine any data, or otherwise obtain information that is not intended for you to have. Without limiting the foregoing, you also agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of our website or the application. You further acknowledge that use of Social Judo in violation of any of the Terms of Use shall permit the Company to immediately terminate your subscription, without any refund whatsoever.

By subscribing to Social Judo, you acknowledge that the application and any software related thereto may be used only in connection with your subscription, including with the terms hereof and the terms of the End-User License Agreement, as well as any rules and/or restrictions established by the Company. You acknowledge that your failure to comply with these terms enables the Company to terminate your subscription, including any license under the said End-User License Agreement. You also acknowledge that the Company has the right, without prior notice to you, to change, add or remove features to or from the application, and, that your remedy, should you

not be satisfied therewith, is to cancel your subscription. You also acknowledge that the Company may or may not develop new versions of the application and/or the software, and, that the Company is not obligated to make such new versions available to you, although the Company may do so, with or without additional charge.

If you have cancelled your subscription and need assistance uninstalling the application and/or the software, extensions or plug-ins, please contact us at port@customersupport.com.

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Except as in conjunction with properly using your subscription, you may not copy, use, distribute, publish or republish, post, transmit or otherwise share anything on the website or the application. Furthermore, you may not use anything on the website or the application in a manner which would violate any copyright, trade-mark, trade name, service mark, or any other proprietary property of Social Judo or the Company.

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Any violation of the terms set out herein by a subscriber will result in immediate termination of that subscription, without any refund whatsoever.

SUBSCRIPTIONS/BILLING

Once you become a subscriber, the Company will continue to automatically charge you each and every month, through either your credit card (via Stripe – the Company does not have your credit card information) or PayPal, unless you cancel your subscription. If you choose to cancel your subscription, you may do so by contacting the Company Customer Support at port@customerservice.com. You may cancel your membership at any time during the month, and, the Company will refund your subscription on a pro-rated basis for the remainder of your subscription month; to avoid your subscription from automatically renewing for the ensuing month, and to avoid paying any part of that next month, you must cancel your subscription the day that your monthly charge is made, which will be the same day each month based upon when you originally subscribed to Social Judo, unless this occurs on a date which does not re-occur each month, such as the 31st of the month in which you started your subscription, in which case you will be charged on the last day of each month thereafter. Should the cost of subscribing to Social Judo increase, you will receive advanced notice before the additional cost is added to your monthly subscription charge. If any charge is rejected by the Company that processes your payments, whether Stripe or PayPal, your subscription will be suspended; should this occur, you will be allowed to reinstate your subscription by paying any amounts due, so long as the same is accomplished within 60 days. In the event that you are subscribing to Social Judo outside of the United States and there is a foreign transaction fee, or, other applicable charges, these will be added to the subscription cost, which will be based on the currency of the United States of America, such that your currency will be converted to said currency to calculate the cost of your subscription.

In the event that you purchase any merchandise from Social Judo, you will be billed for any shipping and handling costs, as well as any applicable sales tax, which shall be in addition to the item or items being purchased. In the event that you are making this purchase outside of the United States of America, and there is a foreign transaction fee, or, other applicable charges, these will be added to the purchase cost, all of which will be based on the currency of the United States of America, such that your currency will be converted to said currency to calculate the cost of your purchase.

For all subscriptions, if a subscription is cancelled for any reason, a subscription is suspended by the Company if a payment is late, there is an investigation into the authenticity of information provided, a device is linked to a Minor Child who has reached the age of 18 or is believed to be a resident of Iowa or Vermont, there is an investigation for other reasons, or, your subscription is terminated for violating any of

these Terms of Use, the Privacy Policy, or, the End-User License Agreement, or any other reason, the Company will (1) immediately cease the monitoring of all cellular telephones, mobile devices and computers related to such subscription, whether for one or more than one Child, and, (2) delete all monitored data for such subscription, which will be so deleted within 90 days. Upon such deletion, no monitored data will be available through the application; although the Company reserves the right to make the same available to the appropriate authorities should the same be required as a result of an investigation. Notwithstanding any such cancellation or termination, the Company will keep your general account information (such as your name and email address) indefinitely. Should your subscription be terminated by the Company for any reason, it may not be reactivated, nor will another subscription for the purpose of monitoring any of the cellular telephones, devices and/or computers be accepted thereafter.

HYPERLINKS

The Social Judo website may provide hyperlinks to other websites. These websites are not maintained by, or related to, Social Judo or the Company in any manner. These links are provided only as a convenience to users and are not sponsored by, affiliated with this website, nor with Social Judo or the Company, nor are they endorsed by Social Judo or the Company. The Company has not reviewed any or all such links/websites and is in no way responsible for the content thereof. Hyperlinks are to be accessed at the user's own risk; the Company makes no representations or warranties about the content, completeness, security, safety, or accuracy of these hyperlinks or the websites hyperlinked to the Social Judo website. Further, the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by Company of that site. By accessing any such hyperlinks or websites, you specifically disclaim the Company from any and all liability resulting from or related to your access to and use of such linked websites.

DISCLAIMER

You also hereby waive any and all claims against Social Judo and K&M Bristol Holdings, LLC, as well as their principals, employees and all other related individuals thereto from any harm, damage or other loss as a result of the inability of the Site and/or application to work as you expect, including that the alerts may be delayed, fail or not otherwise function properly, regardless of the reason therefor, and fail to protect your Child or Children in the manner you expected. You disclaim such liability understanding that Social Judo is intended to be a tool to assist you in parenting your Child, not to be the

sole method by which you monitor your Child's use of his or her cellular telephone, mobile devices and computer, and, that you must remain primarily responsible to parent your Child, including the use of conventional methods of monitoring your Child's use of his or her cellular telephone, mobile devices and computer.

Further, you understand that the Company cannot and does not guarantee or warrant that files available for downloading from the Internet, whether from the Social Judo website, application, or otherwise, will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You further understand that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this website and application for the reconstruction of any lost data. The Company does not assume any responsibility or risk for your use of the Internet or this website and/or the application.

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not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer, accurate or complete.

LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE, OPPORTUNITY OR INCOME, LOSS OF DATA, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE LESSER OF \$100 OR THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

You hereby release the Company (and its affiliates and subsidiaries, and the Company's and their respective officers, directors, employees, and agents) from claims, demands, and damages (direct actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your favor at the time of agreeing to this release.

INDEMNITY

You acknowledge that you will indemnify and hold the Company, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use, or otherwise resulting out of the use of the website, application, software or any other matter related to your subscription. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages,

judgments, awards, costs, expenses, and lawyers' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of website, application or the information accessed from this website or in connection with the application, and with your subscription.

SECURITY

You acknowledge that you are solely responsible for maintaining the confidentiality of your Social Judo account password, and that you (not the Company) will be responsible for any loss resulting from any unauthorized use of your Social Judo account or access to your content. You agree to immediately notify the Company of any actual or suspected unauthorized use of your account.

Any passwords used for this site are for individual use only, and, as noted above, you agree that you will not share your password with anyone. Furthermore, you are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of the security of the site or Services, the Company reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents, and, your subscription will be cancelled immediately, without any refund whatsoever.

The Company hereby states that it will investigate suspected violations of these Terms of Use, to cooperate with any and all law enforcement authorities requesting the Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any content believed to violate these Terms of Use, or, if the Company receives any court orders directing the identity of such person or persons, or, to respond to a properly-issued subpoena seeking information as to the said identity of such person or persons. BY ACCEPTING THIS AGREEMENT, YOU HEREBY WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR AS A RESULT OF, ITS INVESTIGATIONS, AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

MISCELLANEOUS

Disputes: If a dispute arises between you and the Company, our goal is to provide you with a neutral and cost-effective method of resolving the dispute quickly. Accordingly, you and the Company agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our Services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Applicable Law and Forum for Disputes/Responsibility for Laws other than the United States: This Agreement and any dispute or claim you have against the Company shall be governed in all respects by the laws of the Commonwealth of Massachusetts, United States of America. You agree that any claim or dispute you may have against the Company must be resolved by a court located in Bristol County, Massachusetts, United States of America, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within the said County of Bristol for the purpose of litigating all such claims or disputes.

Option for Arbitration: For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$15,000.00 (US Dollars), the party requesting relief may elect to resolve the dispute through binding arbitration. In the event that a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the aforesaid arbitration provision, you agree and acknowledge that any action by you that violates these Terms of Use for which monetary damages cannot be ascertained, or for which irreparable harm may be suffered by the Company, the Company has the right to seek injunctive and other equitable remedies.

Invalidity of Terms: If any provision of these Terms of Use is deemed illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The waiver of a breach hereunder does not waive any other or subsequent breach.

Individuals under the Age of 18: Subscriptions to Social Judo are only available to individuals over the age of 18 years. The Company does not sell any products to children, defined as any individual who has not attained the age of 18 years.

Notices: Except as otherwise specified, any notices hereunder shall be in writing and submitted via email to David@SocialJudo.com (with receipt confirmation), provided

that such message is then followed by mailed confirmation to: Attention: Legal Counsel, K&M Bristol Holdings, LLC, 335 Elm Street, Dartmouth, Massachusetts 02748.

AGREEMENT BY YOU

By becoming a subscriber, you acknowledge that you have read these Terms of Use, and, hereby accept and agree to be bound by and comply with these Terms of Use. If you do not agree to these Terms of Use, then you may not become a subscriber and you may not use the Social Judo application.

K&M Bristol Holdings, LLC

335 Elm Street

Dartmouth, Massachusetts 02748

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