

Terms of Use

PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING AGREEMENT.

Welcome to the SocialJudo.com website (the “Site”). This Terms of Use (this “ToU”) describes the terms and conditions applicable to your access and use of the Site and the SocialJudo.com website software, PC software, software plugins and extensions (the “Software”) made available through or in connection with the Site (collectively, the “Service”). This ToU sets forth the terms and conditions under which Social Judo, Inc. provides you access to the Site and the Service.

In this ToU, “Social Judo”, “we”, “us” and “our” means Social Judo, Inc., a (TBD) corporation with its registered address at (TBD)

Social Judo may amend this ToU at any time by posting the amended Terms of Use on the Site, and you agree that you will be bound by any changes to this ToU. Social Judo may make changes to the Site and/or the Service at any time. You understand that Social Judo may discontinue or restrict your use of the Site and/or Service for any reason or no reason with or without notice.

YOUR USE OF THE SITE AND/OR THE SERVICE, OR BY CLICKING “I ACCEPT” IF PRESENTED WITH THIS TOU IN A CLICK-THROUGH FORMAT, SIGNIFIES THAT YOU AGREE TO THIS TOU AND CONSTITUTES YOUR BINDING ACCEPTANCE OF THIS TOU, INCLUDING ANY MODIFICATIONS THAT SOCIAL JUDO MAKES FROM TIME TO TIME.

- 1. Representations and Warranties.** Social Judo provides you, as a legal guardian of a child or children under the age of 18 (your “Minor Child” or “Minor Children”), with the ability to collect certain information or to remotely manage the mobile devices of your Minor Children, depending on the Services to which you subscribe. The Site and Service may provide you access to certain cell phone and computer activities (including, but not limited to, GPS location, email, text messages and the activities on social networking sites and applications, such as Facebook and Instagram) of your Minor Children using computers and/or mobile devices on which the Software is installed (the “Accessed Activities”). The Site and Service may also provide you with the ability to remotely manage certain aspects of the mobile devices of your Minor Children on which the Software is installed (the “Management Features”). By using the Site and Service or clicking the “I Accept” button, you hereby warrant, represent, covenant and certify the following:
 - 1.** All information that you provide to Social Judo is true and accurate, including, without limitation, the state of residence and the ages of each of your children that will be using mobile devices or computers with the Service;
 - 2.** You will only use the Site and Service as an aid to your efforts to protect and enhance the welfare of your Minor Children for whom you are the legal guardian (as more thoroughly described in Section 8.1, below);
 - 3.** You will not use the Site, Service, Accessed Activities or Management Features in violation of any Federal, State or local law, rule, ordinance or governmental regulation you are subject to. Notwithstanding the foregoing, Social Judo is not responsible for your access or use of the Accessed Activities or the Management Features;

4. You consent to Social Judo granting you access to the Accessed Activities of each of your Minor Children that you have registered with Social Judo for your exclusive password restricted access through the Site or Service;
5. You consent to Social Judo taking all actions as directed by you through the Management Features with respect to the mobile devices of your Minor Children on which the Software is installed;
6. You will not use the Site or Service to monitor the activities of (i) any person that is 18 years of age or older, (ii) any person that is a resident of the state of Iowa or the state of Vermont or (iii) any other person for whom you are not the legal guardian;
7. You agree that Social Judo is not responsible or liable in any manner for any content you encounter through the Accessed Activities. Social Judo is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter through the Accessed Activities. You further agree that Social Judo is not responsible or liable in any manner for any such actions you direct Social Judo to take through the Management Features.
8. You will only use the Site and Service to monitor the mobile device and computer activities of your Minor Children for whom you are the legal guardian;
9. You will properly follow all instructions and documentation provided by Social Judo to you at Social Judo.com;
10. You will not allow any other person to access the Accessed Activities or to utilize the Management Features;
11. You will only install the Software on computers and mobile devices for which you are the owner or you consent to the collection of information on your Minor Child's device on behalf of such Minor Child; and
12. You have advised all users of the computers and/or mobile devices on which the Software is installed that you own those computers and/or devices and may re-possess and inspect those computers and/or devices and inspect the data they contain.
13. Your use of the Service shall be for the sole purpose of protecting your Minor Child(ren)'s welfare. You shall not use your Minor Child(ren)'s collected private data for any private and/or commercial purposes. If you are found to have done so and if required, Social Judo reserves the right to provide the relevant government authorities with information about you and your activities. In addition, your access to and use of the Service will be terminated without refund.
2. **Acceptance.** By clicking "I ACCEPT" or by simply using our Site or the Service, you represent that you have read and consent to our [Privacy Policy and Disclosure](#) and [End User License Agreement](#) in addition to this ToU. Social Judo may revise the Privacy Policy and End User License Agreement at any time, without notice, and the new versions will be available on the Site. If at any point you do not agree to any portion of the Privacy Policy or End User License Agreement, you must immediately stop using the Site and/or Service.
3. **Requirements.** You acknowledge and agree that Social Judo may during the installation process send notifications to the devices you have registered stating that the device belongs to its authorized

owner, may be used only for safe and legal activities, and has security software that maintains a record of the use of the device that may be accessed by the owner of the device. Additionally, you acknowledge and agree that Apple Corporation ("Apple") may send notifications to the Apple iOS mobile operating system ("iOS") device being monitored and any associated email addresses as a direct result of using the Service. These requirements may change as the Service evolves. **You are responsible for any internet connection fees that you incur when accessing the Service.**

4. **Updates to this ToU.** Social Judo may revise this ToU as the Site and/or Service evolves. The next time you use the Service after such an update, you may be prompted to agree to or decline an update of this ToU. You must agree to all revisions if you choose to continue using the Site and/or Service. By using the Site and/or Service, you agree to the then-current version of this ToU as posted on the Site. If at any point you do not agree to any portion of the then-current version of this ToU, you must immediately stop using the Site and/or Service and uninstall the Software.
5. **Software Updates.** In an effort to improve the Service, Social Judo may require that you download and install updates to the Software from time to time. You acknowledge and agree that Social Judo may update the Software with or without notifying you.
6. **Membership and Billing.**
 1. **Free Trials and Automatic Billed Renewals.** Depending on our promotions and requirements at any given time, Social Judo membership may start with a free trial. Any free trial period shall be specified during sign-up, if at all. Free trials may not be combined with any other offers. You must have Internet access and a current valid accepted payment method as indicated during sign-up ("Payment Method"), to use the Service. If you are already a Social Judo customer and/ or your email address has been associated with a Social Judo membership, you are not eligible to receive a free trial.

Unless you cancel your service at least twenty-four (24) hours before the end of the free trial period, you will be automatically renewed at the then-published monthly rate for our Service at the end of the trial period. You must cancel at least twenty-four (24) hours prior to the end of your free trial period to avoid charges to your selected Payment Method.

Social Judo will continue to bill your Payment Method on a monthly basis for the Service, until you cancel. **To cancel, please contact Social Judo Customer Support at (800) 123-4567 or email us at support@SocialJudo.com.** You may cancel your membership at any time; however, there are no refunds or credits for partially used periods.

SOCIAL JUDO SHALL NOT BE RESPONSIBLE FOR FAILURE TO CANCEL YOUR SUBSCRIPTION AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE END OF THE FREE TRIAL PERIOD.

We may offer a number of membership plans, including special promotional plans or memberships with different limitations. We may also offer promotional memberships offered by third parties in conjunction with the provision of their own products and services. We are not responsible nor liable for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans. We will provide you with reasonable notice upon the modification or termination of any of our offered membership plans. Unless otherwise stated differently, month, year, monthly, or annual refers to your billing cycle (See "Billing" below).

- Billing. NO REFUNDS.** By starting your Social Judo membership, you are expressly agreeing that we are authorized to charge you a monthly or annual membership fee at the then published rate, and any other charges you may incur in connection with your use of the Service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). As used in this ToU, “billing” shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the commencement of your paying membership (after any free trial period, if applicable, has ended) and each month or year (as applicable) thereafter throughout the duration of your membership.

We automatically bill your Payment Method each month or year (as applicable) on the anniversary of the commencement of your paying membership. In the event your paying membership began on a day not contained in a given month, we will bill your Payment Method on the last day of such month. For example, if you started your Social Judo membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month or year may vary for reasons that may include differing amounts due to promotional offers, and you authorize us to charge your Payment Method for such varying amounts. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges.

We may periodically authorize your card in anticipation of membership or related charges and do so without notifying you.

MEMBERSHIP FEES AND CHARGES ARE FULLY EARNED UPON PAYMENT. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES. YOU ACKNOWLEDGE THAT SOCIAL JUDO IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members (“credits”). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email.

If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by visiting the Site and clicking on the “Your Account” link, available at the top of the pages of the Site. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, “Cancellation” below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

- Ongoing Membership.** We will bill the monthly or annual membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). You may not assign or transfer your subscription to any other person or entity.
- Cancellation.** You may cancel your Social Judo membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH OR YEAR MEMBERSHIP PERIODS. **To cancel, please contact Social Judo Customer Support at (800) 245-4567 or email us at support@SocialJudo.com.** SOCIAL JUDO IS NOT RESPONSIBLE FOR FAILURE TO

CANCEL YOUR SUBSCRIPTION IF YOU DO NOT PROPERLY FOLLOW THE CANCELLATION PROCEDURES SET FORTH HEREIN.

5. **Apple iOS System issues.** Social Judo may provide its Software and Service for use on or with Apple's iOS. From time to time Apple may change the requirements of iOS such that our Software and/or Service may become inoperable for unexpected and undefined periods of time. As a result, Social Judo does not guarantee any up-time or availability with respect to the Software or Service on iOS. In the event that any disruption to your subscribed Service is caused by any change in iOS (a "Disruption") and such Disruption lasts for more than a continuous one- week period, Social Judo hereby agrees as follows:

1. all account holders with iPhone-only monitoring Service who request a credit will be credited on a pro rata basis for that period of time in which they were without the Service as a result of such Disruption ("Disruption Credit Amount") and such credit shall be applied against any amounts owed by the account holder in the next monthly billing cycle (whereby normal billing shall automatically resume) or if the account holder decides to cancel their subscription, we will refund the Disruption Credit Amount less any credit amounts applied to such account holder's account; and
2. all holders in any Free Trial period with iPhone only monitoring Service who make a request to receive a renewed and restarted Free Trial Period shall receive a renewed and restarted Free Trial period commencing on the day in which Service is restored.

All account holders with multiple device accounts including an iPhone account shall be billed as usual.

6. **Data Availability.**

1. You hereby understand and acknowledge that the iOS monitoring features of the Service are dependent on the availability of data through Apple's iCloud backup service ("iCloud"), and as a result, (i) the data displayed through the Site and/or Service (e.g., the Accessed Activities) is not necessarily real-time data as it reflects the data in the last available iCloud backup, (ii) you may not be able to view all text/SMS messages (or other Accessed Activities) transmitted using the Apple iOS device being monitored and (iii) you may not be able to view all deleted text/SMS messages on the Apple iOS device being monitored. Accordingly, you hereby agree and acknowledge that (i) the Site and the Service relies on iCloud software, (ii) Social Judo does not have any control over the operation or functionality of the iCloud software, (iii) Social Judo is not responsible, and shall not be liable, for any downtime in the Site and/or Service arising from the iCloud software or any changes to the iCloud software and (iv) Social Judo is not responsible for your relationship with Apple or any breach thereof, including any breach by you of any of the terms and conditions governing your relationship with Apple.
2. You hereby understand and acknowledge that, with respect to any Android based device, Social Judo stores monitored data from such devices (e.g., the Accessed Activities) for up to 90 days (unless a Cancellation Event (defined below) occurs) and any such data that is greater than 90 days old may be deleted by Social Judo, and as a result, will not be available on the Site and/or the Service.
3. For both iOS and Android based devices, if a subscription is canceled for any reason, a subscription is suspended by Social Judo if a payment is late, there is an investigation into the authenticity of

information provided, or 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 (each occurrence, a "Cancellation Event"), Social Judo will (i) immediately cease the monitoring of all computers and/or mobile devices related to such subscription or the applicable Minor Child and (ii) delete all monitored data (e.g., the Accessed Activities) for such subscription for the applicable Minor Child within 90 days from the date of the Cancellation Event (and such deletion may occur immediately upon such Cancellation Event). Upon such deletion, no monitored data (as a whole or with respect to the applicable Minor Child, as applicable) will be available on the Site and/or the Service. However, Social Judo will keep your general account information (such as your name and email address) indefinitely.

7. **Termination of Service.** The Service is a closely-controlled monitoring service owned and maintained by Social Judo, and Social Judo reserves the right to deny service to any person at Social Judo's sole and absolute discretion. The Service is offered with the understanding that Social Judo may terminate any account registered to you and/or your access to the Service at any time, for any reason or no reason, including without limitation for any violation of this ToU. Social Judo may stop offering and/or supporting the Service at any time. Social Judo reserves the right to deny service to, or if applicable, terminate the service of any account registered to or associated with, a user (a "Social Judo Violating User") that attempts to monitor the device of an individual that is not such user's Minor Child (e.g., attempts to monitor the device of (i) someone over the age of 18 and/or (ii) a child over whom the user is not the legal guardian). Additionally, if Social Judo is put on notice (through a complaint or other evidence) that an individual may be a Social Judo Violating User, Social Judo reserves the right to block all accounts associated with such potential Social Judo Violating User.
8. **Account Security.**
 1. **Eligibility.** You represent that you are an adult over the age of 18 and have the legal capacity to enter a contract in the jurisdiction where you reside. Any child that you intend to subject to our Service shall be under the age of 18 years old and unless you are the legal guardian of your child, you may not monitor such a child or any child in which you are brother/ sister, step brother or step sister, aunt or uncle, cousin or nephew, grandfather or grandmother, great grandfather or great grandmother. You cannot use our Service to monitor anyone who is not your Minor Child as defined hereinabove without their express written consent. If you have any questions on eligibility of the use of our Service, please contact us at support@SocialJudo.com.
 2. **Account.** To access the Service, you must have an account. You can create an account by completing the registration process.
 3. **Account Security.** Maintaining account security is very important. You are entirely responsible for maintaining the confidentiality of the account password. You agree to notify Social Judo immediately if you believe that an account password may have been compromised.
 4. **Account Sharing or Transfers.** You may not share or transfer any account. You may not disclose your password to anyone else.
 5. **Cancellation by You.** You have the right to cancel any account registered to you at any time. You may cancel any account registered to you by following the instructions on the Site.

6. **Effect of Account Termination or Cancellation.** If you voluntarily terminate an account or allow that account to lapse, you may reactivate that account at any time through the account interface on the Site. Accounts terminated by Social Judo for any type of abuse, including without limitation a violation of these ToU, may not be reactivated for any reason. Upon any termination or suspension of Service, the monitoring of all computers and/or mobile devices on which the Software is installed shall cease and any information you have submitted on the Site or that which is related to your account may no longer be accessed by you. Furthermore, Social Judo will have no obligation to maintain any information stored in our database related to your account or to forward any information to you or any third party. For clarity, Social Judo will delete all monitored data for any device associated with a Social Judo Violating User's account (each, a "Blacklisted Device") in accordance with Section 6.6.3 above. Furthermore, all Blacklisted Devices will be added to a "do not monitor" list and, thereafter, such Blacklisted Devices may not be monitored by the Service.

9. **Software.**

1. **Use of Software.** The Software may only be used in connection with the Service and in accordance the Disclosure and End User License Agreement and rules, restrictions or documentation set forth by Social Judo from time to time. You understand that Social Judo, in its sole discretion, may at any time for any reason suspend or terminate any license thereunder and disable any Software you may already have accessed or installed without prior notice. Social Judo reserves the right to add or remove features or functions to the Software at any time in its sole discretion. When installed with a compatible web browser or mobile device service, the Software periodically communicates with Social Judo servers. You acknowledge and agree that Social Judo has no obligation to make available to you any subsequent versions of its software applications.

2. **Uninstalling the Software.** If you have installed the Software on a web browser or mobile device and you wish to uninstall the Software, please contact [customer service at support@SocialJudo.com](mailto:support@SocialJudo.com) to uninstall extensions or plug-ins.

10. **Restrictions and Conditions of Use.**

1. **Use of Site and Service.** Social Judo permits you to view and use a single copy of the Site solely for your personal, non-commercial use. You agree not to license, reproduce, publicly perform, publish, create derivative works from, distribute, transfer, sell or re-sell any information, content, or services obtained from or connected to the Site in any way not contemplated by this ToU.

2. **No Violation of Laws.** You agree that you will not, in connection with your use of the Site, Software or the Service, violate any applicable law or regulation. Without limiting the foregoing, you agree that you will not make available through the Software, Site and/or Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).

3. **Software License Restrictions.** Notwithstanding anything to the contrary, you may not: (i) remove any proprietary notices from the Service or any copy of the Software; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Software or the Service; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Software or Service, including, without limitation, through sublicense, to any other entity without the prior written consent of Social Judo; or (iv) make any false, misleading or deceptive statement or representation regarding Social Judo and/or the Software or Service.

4. **Misuse of Site and/or Service. Service.** You may not connect to or use the Site and/or Service in any way not expressly permitted by this ToU. Without limiting the foregoing, you agree that you will not (a) institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Site and/or Service or otherwise attempt to disrupt the Site and/or Service or any other person's use of the Site and/or Service; or (b) attempt to gain unauthorized access to the Site, Service, accounts registered to other users, or the computer systems or networks connected to the Site and/or Service. Furthermore, you may not use the Site or Service to develop, generate, transmit or store information that: (i) is defamatory, harmful, abusive, obscene or hateful; (ii) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Site and/or Service, (iii) performs any unsolicited commercial communication not permitted by applicable law; (iv) constitutes harassment or a violation of privacy or threatens other people or groups of people; (v) is harmful to children in any manner; (vi) violates any applicable law, regulation or ordinance; (vii) makes any false, misleading or deceptive statement or representation regarding Social Judo and/or the Software or Service or (viii) constitutes phishing, pharming or impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).
5. **No Commercial Uses.** You agree that you will not use any portion of the Software, the Site or the Service for any commercial purpose or the commercial benefit of any third party or charge any person, or receive any compensation for, the use of any portion of the Software, the Site or Service.
6. **No Data Mining or Harmful Code.** You agree that you will not (a) intercept, examine or otherwise observe any proprietary communications protocol used by the Software or the Service, whether through the use of a network analyzer, packet sniffer or other device; or (b) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan-horse routing, trap door, time bomb or any other codes, instructions or third-party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, the Software, the Site or the Service.

11. Links.

1. **Links from the Site.** The Site may contain links to websites operated by other parties. Social Judo provides these links to other websites as a convenience, and use of these sites is at your own risk. The linked sites are not under the control of Social Judo, and Social Judo is not responsible for the content available on the other sites. Such links do not imply Social Judo's endorsement of information or material on any other site and Social Judo disclaims all liability with regard to your access to and use of such linked websites.
2. **Links to the Site.** Unless otherwise set forth in a written agreement between you and Social Judo, you must adhere to Social Judo's linking policy as follows: (i) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with Social Judo's and/or its licensors' names and trademarks, (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Social Judo, (iii) when selected by a user, the link must display the Site on full-screen and not within a "frame" on the linking Site, and (iv) Social Judo reserves the right to revoke its consent to the link at any time and in its sole discretion.

12. **Social Networks.** The Service includes features that operate in conjunction with certain third party social networking websites that you visit ("Social Network Features"). While your use of the Social

Network Features is governed by this ToU, your access and use of third party social networking websites and the services provided through these websites is governed by the terms of service and other agreements posted on these websites. It is impossible for Social Judo to determine in each case whether your use of the Social Network Features would cause you to violate or breach the terms of service and/or other agreements posted on these third party websites. You understand and acknowledge that your use of the Social Network Features may cause you to violate or breach the terms of service and other agreements posted on these third party websites which could result in the termination of your account and ability to access these third party websites and, in some cases, could give rise to liability for damages. YOU AGREE THAT YOU ALONE ARE RESPONSIBLE FOR YOUR USE OF THE SOCIAL NETWORK FEATURES AND THAT SOCIAL JUDO WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR YOUR VIOLATION OR BREACH OF ANY TERMS OF SERVICE OR OTHER AGREEMENT THAT MAY RESULT FROM YOUR USE OF THE SOCIAL NETWORK FEATURES.

13. **Intellectual Property.**

1. **Trademarks.** Social Judo and the Social Judo logo are trademarks/service marks of Social Judo. Unauthorized use of any Social Judo trademark, service mark or logo may be a violation of federal and state trademark laws.
2. **Copyright.** The Site, Service and Software are protected by U.S. and international copyright laws. Except for your use as authorized in this ToU, you may not modify, reproduce or distribute the content, design or layout of the Site, Service or Software, or individual sections of the content, design or layout of the Site without Social Judo's express prior written permission.

14. **Location.** The Site and the Service are hosted and operated by Social Judo in the United States.

15. **Submitted Content.** Social Judo does not claim ownership of any materials you make available through the Site. At Social Judo's sole discretion, such materials may be included in the Service in whole or in part or in a modified form. With respect to such materials you submit or make available for inclusion on the Site, you grant Social Judo a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. You hereby represent, warrant and covenant that any materials you provide do not include anything (including but not limited to text, images, music or video) to which you do not have the full right to grant the license specified in this Section 15.

16. **Children.** You must be at least 18 years old to obtain an account on this site. We do not knowingly collect any personal information from children or sell any products to children.

17. **DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SOCIAL JUDO MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE SITE OR THE SERVICE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITE AND/OR THE SERVICE IS AT**

YOUR SOLE RISK. SOCIAL JUDO DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE AND/OR SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE OR THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SOCIAL JUDO PROVIDES NO WARRANTY OR GUARANTY OF ANY KIND THAT (I) YOU WILL RECEIVE ANY TYPE OF BENEFIT FROM THE USE OF THE SERVICE; (II) THE SERVICE WILL FIND OR COMMUNICATE TO YOU EVERY EXAMPLE OR ALL EXAMPLES OF INTERNET OR MOBILE DEVICE CONTENT ABOUT THE SUBJECT(S) OF THE SEARCHES TO BE UNDERTAKEN BY THE SERVICE; OR (III) THE SERVICE WILL MEET YOUR EXPECTATIONS.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may not apply to you.

18. **LIMITATION OF LIABILITY; SOLE AND EXCLUSIVE REMEDY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOCIAL JUDO, ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIMS ALL LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE, THE SOFTWARE AND/OR SERVICE, EVEN IF SOCIAL JUDO AND/ OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF SOCIAL JUDO OR ANY OF THE RELATED PARTIES EXCEED THE GREATER OF \$50 OR THE AMOUNT THAT YOU PAID TO US OR OUR DESIGNEES DURING THE SIX (6) MONTHS PRIOR TO THE TIME THE CAUSE OF ACTION GIVING RISE TO LIABILITY AROSE.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Social Judo and its affiliates shall be limited to the fullest extent permitted by law.

19. **Indemnification.** You agree to indemnify, defend and hold Social Judo and the Related Parties harmless from any and all claims, demands, damages or other losses, including reasonable attorneys' fees, resulting from or arising out of your use of the Site, the Software and/or the Service or any breach by you of this ToU or any other policies that Social Judo may issue for the Site, the Software and/or Service from time to time.
20. **Governing Law; Jurisdiction.** Regardless of which jurisdiction you reside, this ToU shall be is governed by, and will be construed under, the laws of the United States of America and the law of the State of (TBD), without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If you reside in the United States, except as provided in Section 22 below (and claims proceeding in any small claims court), all disputes arising out of or related to your use of the Site, the Software and/or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located within (TBD) and you agree to submit to the personal jurisdiction and venue of such courts.

21. **Binding Arbitration.**

Section 21 applies to you only if you reside in the United States.

1. **Arbitration Procedures.** You and Social Judo agree that, except as provided in Section 22.4 below, all disputes, controversies and claims related to this ToU (each a "Claim"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in this ToU. In the event of a conflict between the terms set forth in this Section 22 and the JAMS Rules, the terms in this Section 22 will control and prevail.

Except as otherwise set forth in Section 22.4, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and we will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this ToU, (i) you and Social Judo may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND SOCIAL JUDO WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

2. **Location.** The arbitration will take place in (TBD), unless the parties agree to video, phone and/or internet connection appearances.
3. **Limitations.** You and Social Judo agree that any arbitration shall be limited to the Claim between Social Judo and you individually. YOU AND SOCIAL JUDO AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.
4. **Exceptions to Arbitration.** You and Social Judo agree that any Claim seeking to enforce or protect, or concerning the validity of, any of your or Social Judo's copyrights, trademarks, or patents and any claim for equitable relief related to such Claims are not subject to the above provisions concerning negotiations and binding arbitration. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

22. General.

1. **ToU Revisions.**

This ToU may only be revised in a writing signed by Social Judo, or published by Social Judo on the Site.

2. No Partnership.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Social Judo as a result of this ToU or your use of the Service or the Software.

3. Assignment.

Social Judo may assign this ToU, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the ToU without Social Judo's prior written consent, and any unauthorized assignment by you shall be null and void.

4. Severability.

If any part of this ToU is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the ToU shall be given full force and effect.

5. Attorneys' Fees.

In the event any litigation or arbitration is brought by either party in connection with this ToU, the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

6. No Waiver.

Our failure to enforce any provision of this ToU shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this ToU shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

7. Notices.

All notices given by you or required under this ToU shall be in writing and addressed to: Social Judo, Inc., (TBD) Attention: User Support.

8. Export Administration.

You will comply fully with all relevant export laws and regulations applicable to you, including, without limitation, the U.S. Export Administration Regulations if you are a resident of the United States (collectively "Export Controls"). Without limiting the generality of the foregoing, you will not, and you will require your representatives not to, export, direct or transfer the Software, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

9. U.S. Government Rights.

If you are, or are entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the Software is "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their

successors, as applicable, use, reproduction, and disclosure of the Software are governed by the terms of this Agreement.

10. **Equitable Remedies.**

You hereby agree that Social Judo would be irreparably damaged if the terms of this ToU were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this ToU, in addition to such other remedies as we may otherwise have available to us under applicable laws.

11. **Entire Agreement.**

This ToU, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Site and/or Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and us with respect to the Site, the Software and/or Service.

12. **Additional Terms for Foreign Territories**

In addition to the above, if you are a resident of India, the following applies to you:

Misuse of Site and/or Service. You may not use the Site or Service to develop, generate, transmit or store information that threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation.

Trademarks. Unauthorized use of any Social Judo trademark, service mark or logo may be a violation of prevalent intellectual property laws including the Trademarks Act, 1999.

Binding Arbitration.

Arbitration Procedures. You and Social Judo agree that, any dispute arising out of or in connection with this ToU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA India Arbitration Rules, which are deemed to be incorporated by reference into this clause:

- (a) The number of arbitrators shall be one;
- (b) The seat, or legal place, of arbitration shall be Mumbai;
- (c) The language to be used in the arbitration shall be English; and
- (d) The governing law of the contract shall be the substantive law of India.

You and Social Judo agree that the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.