

Ameelio, Inc. Terms of Use

Last Updated Date: 8/11/2020

Welcome to Ameelio, Inc. (“**Ameelio**”)! PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**”) CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES OF AMEELIO, ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE “**WEBSITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY AMEELIO. THESE TERMS OF USE GOVERN THE USE OF THE WEBSITE AND APPLY TO ALL INTERNET USERS VISITING THE WEBSITE BY ACCESS OR USING THE WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE OR DOWNLOADING AMEELIO’S MOBILE APPLICATION (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 AMEELIO, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF AMEELIO YOU HAVE NAMED AS THE USER, AND TO BIND THAT AMEELIO 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 WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

SECTION 17 OF THIS AGREEMENT IS AN ARBITRATION CLAUSE THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED ON AN INDIVIDUAL, NON-CLASS ACTION BASIS THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT. SEE SECTION 17 FOR MORE INFORMATION REGARDING THIS ARBITRATION CLAUSE, AND HOW TO OPT OUT.

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 “**Agreement.**”

Subject to Section 17.9 of this Agreement, Ameelio reserves the right to modify this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement or any applicable Supplemental Terms on the applicable Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

- 1. HOW THE AMEELIO SERVICES WORK.** Ameelio aims to improve the lives of those impacted by incarceration and reduce recidivism. Ameelio researches and studies prisons and prison systems and institutions, the criminal justice system, its institutions and policies and the impact of incarceration. Ameelio provides a prison communication software and various technology platforms, with the goal of enabling Incarcerated Persons (as defined below) to communicate with the outside world.

- 1.1. Letters.** Free World Users (as defined below) can send physical mail to Incarcerated Persons through the Services (“**Letters**”). Free World Users can type a letter and/or attach images; each letter will then be printed and sent by mail to the directed recipient, an Incarcerated Person.

1.2. Connect Sessions. Ameelio offers the capability for video and chat calls between Free World Users and Incarcerated Persons ("**Connect Sessions**").

- 2. USE OF THE SERVICES AND AMEELIO PROPERTIES.** The Application, 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 herein) (each, an "**Ameelio Property**" and collectively, the "**Ameelio Properties**") are protected by copyright laws throughout the world. Subject to the Agreement, Ameelio grants you a limited license to reproduce portions of Ameelio Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Ameelio in a separate license, your right to use any and all Ameelio Properties is subject to the Agreement.

2.1. Application License. Subject to your compliance with the Agreement, Ameelio grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer 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 (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application access through or downloaded from the Google Play store (a "**Google Play Sourced Application**"), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

2.2. Updates. You understand that Ameelio Properties are evolving. As a result, Ameelio may require you to accept updates to Ameelio Properties that you have installed on your computer or mobile device. You acknowledge and agree that Ameelio may update Ameelio Properties with or without notifying you. You may need to update third-party software from time to time in order to use Ameelio Properties.

2.3. Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Ameelio Properties or any portion of Ameelio Properties, including the Website, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Ameelio Properties (including images, text, page layout or form) of Ameelio; (c) you shall not use any metatags or other "hidden text" using Ameelio'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 Ameelio 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) you shall not access Ameelio Properties in order

to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Ameelio 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 Ameelio Properties. Any future release, update or other addition to Ameelio Properties shall be subject to the Agreement. Ameelio, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Ameelio Property terminates the licenses granted by Ameelio pursuant to the Agreement.

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

3. REGISTRATION.

3.1. Registering Your Account. In order to access certain features of Ameelio Properties, you may be required to become a Registered User. For purposes of the Agreement, a **“Registered User”** is a user who has registered an account on the Website (**“Account”**) or has an account with the provider of the Application for the user’s mobile device.

(a) Free World Users and Incarcerated Persons. Individuals with loved ones in jail or prison (**“Free World Users”**) must create an Account to use Letters or schedule Connect Sessions with individuals in jail or prison (**“Incarcerated Persons”**).

(b) Administrators. If you are a Free World User, you can request permission from jail, prison or organization administrators (each, an **“Administrator”**) to schedule a Connect Session with the Incarcerated Person. If you are an Incarcerated Person, you will be registered for an Account by the Administrator, and the Administrator will schedule a Connect Session with a Free World User on your behalf.

3.2. Registration Data. In registering an account on the Website, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the **“Registration Data”**); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (l) at least thirteen (13) years old; (m) of legal age to form a binding contract; and (n) not a person barred from using Ameelio 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 Ameelio Properties by minors. You may not share your Account or password with anyone, and you agree to (y) notify Ameelio immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Ameelio has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Ameelio has the right to suspend or terminate your Account and refuse any and all current or future use of Ameelio 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 per platform at any given time. Ameelio 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 Ameelio Properties if you have been previously removed by Ameelio, or if you have been previously banned from any of Ameelio Properties.

3.3. 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 Ameelio.

3.4. Necessary Equipment and Software. You must provide all equipment and software necessary to connect to Ameelio Properties, including but not limited to, a mobile device that is suitable to connect with and use Ameelio 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 Ameelio Properties.

4. RESPONSIBILITY FOR CONTENT.

4.1. Types of Content. You acknowledge that any and all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and other materials accessible through the Ameelio Properties (collectively, the "**Content**") is the sole responsibility of the party from whom such Content originated. This means that you, and not Ameelio, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through Ameelio Properties ("**Your Content**"), and that you and other Registered Users of Ameelio Properties, and not Ameelio, are similarly responsible for all Content that you and they Make Available through Ameelio Properties ("**User Content**").

4.2. No Obligation to Pre-Screen Content. You acknowledge that Ameelio has no obligation to pre-screen Content (including, but not limited to, User Content), although Ameelio reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, 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 Ameelio pre-screens, refuses or removes any Content, you acknowledge that Ameelio will do so for Ameelio's benefit, not yours. Without limiting the foregoing, Ameelio shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

4.3. Storage. Unless expressly agreed to by Ameelio in writing elsewhere, Ameelio has no obligation to store any of Your Content that you Make Available on Ameelio Properties. Ameelio 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 Ameelio 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. If you do not

choose, the system may default to its most permissive setting. You agree that Ameelio retains the right to create reasonable limits on Ameelio's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by Ameelio in its sole discretion.

5. OWNERSHIP.

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

5.2. Trademarks. Ameelio and all related graphics, logos, service marks and trade names used on or in connection with any Ameelio Properties or in connection with the Services are the trademarks of Ameelio and may not be used without permission in connection with your or any third-party products or services. Other trademarks, service marks and trade names that may appear on or in Ameelio Properties are the property of their respective owners.

5.3. Other Content. Except with respect to Your Content, you agree that you have no right, title, or interest in or to any Content that appears on or in Ameelio Properties.

5.4. Your Content. Ameelio does not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on or in Ameelio Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

5.5. License to Your Content. Subject to any applicable account settings that you select, you grant Ameelio a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing Ameelio Properties to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of Ameelio Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Ameelio, are responsible for all of Your Content that you Make Available on or in Ameelio Properties.

5.6. Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on Ameelio

Properties, you hereby expressly permit Ameelio 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.

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

5.8. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Ameelio through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that Ameelio 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 Ameelio a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable 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 Ameelio Properties and/or Ameelio's business.

6. USER CONDUCT. As a condition of use, you agree not to use Ameelio Properties for any purpose that is prohibited by the Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) Make Available any Content on or through Ameelio Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Ameelio's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Ameelio; (vi) interferes with or attempt to interfere with the proper functioning of Ameelio Properties or uses Ameelio Properties in any way not expressly permitted by the Terms; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against Ameelio Properties, including but not limited to violating or attempting to violate any security features of Ameelio Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in Ameelio Properties, introducing viruses, worms, or similar harmful code into Ameelio Properties, or interfering or attempting to interfere with use of Ameelio Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" Ameelio Properties.

7. INVESTIGATIONS. Ameelio may, but is not obligated to, monitor or review Ameelio Properties and Content at any time. Without limiting the foregoing, Ameelio 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 Agreement or any applicable law. Although Ameelio does not generally monitor user activity occurring in connection with Ameelio Properties or Content, if Ameelio becomes aware of any possible violations by

you of any provision of the Agreement, Ameelio reserves the right to investigate such violations, and Ameelio may, at its sole discretion, immediately terminate your license to use Ameelio Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

8. INTERACTIONS WITH OTHER USERS.

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

8.2. Content Provided by Other Users. Ameelio Properties may contain User Content provided by other Registered Users. Ameelio is not responsible for and does not control User Content. Ameelio 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 Registered Users at your own risk.

9. THIRD-PARTY SERVICES.

9.1. Third-Party Websites and Applications. Ameelio Properties may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**"). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left Ameelio Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of Ameelio. Ameelio is not responsible for any Third-Party Websites or Third-Party Applications. Ameelio provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or any product or service provided in connection therewith. You use all links in Third-Party Websites and Third-Party Applications at your own risk. When you leave our Website, the Agreement and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

9.2. App Stores. You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (each, an "**App Store**"). You acknowledge that the Agreement is between you and Ameelio and not with the App Store. Ameelio, not the App Store, is solely responsible for Ameelio 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 Ameelio Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using any Ameelio Property, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

9.3. Accessing and Downloading the Application from iTunes. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Agreement is concluded between you and Ameelio only, and not Apple, and (ii) Ameelio, 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.

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

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify 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 Ameelio 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 Ameelio.

(d) You and Ameelio acknowledge that, as between Ameelio 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.

(e) You and Ameelio 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 Ameelio and Apple, Ameelio, 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 Agreement.

(f) You and Ameelio acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

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

- 10. Indemnification.** You agree to indemnify and hold Ameelio, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Ameelio Party**” and collectively, the “**Ameelio Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any Ameelio Property; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules or regulations. Ameelio 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 Ameelio in asserting any available defenses. This provision does not require you to indemnify any of the Ameelio Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to Ameelio Properties.

11. DISCLAIMER OF WARRANTIES AND CONDITIONS.

11.1. As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF AMEELIO PROPERTIES IS AT YOUR SOLE RISK, AND AMEELIO PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. AMEELIO 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 ARISING FROM USE OF THE WEBSITE.

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

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

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

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AMEELIO OR THROUGH AMEELIO PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, AMEELIO 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 AMEELIO'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

11.2. No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT AMEELIO PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD AMEELIO 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.

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

12. LIMITATION OF LIABILITY.

12.1. Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL AMEELIO PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT AMEELIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF AMEELIO PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE AMEELIO 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 AMEELIO PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON AMEELIO PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO AMEELIO PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN AMEELIO PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY AN AMEELIO PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY AN AMEELIO PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL AMEELIO PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO AMEELIO BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP

ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN AMEELIO PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY AN AMEELIO PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY AN AMEELIO PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.3. User Content. EXCEPT FOR AMEELIO'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE AMEELIO'S PRIVACY POLICY, AMEELIO ASSUMES 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.

12.4. Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AMEELIO AND YOU.

13. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. It is Ameelio's policy to terminate membership privileges of any Registered User who repeatedly infringes copyright upon prompt notification to Ameelio 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 Ameelio Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on Ameelio Properties of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) 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 (f) 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 Ameelio's Copyright Agent for notice of claims of copyright infringement is as follows: Ameelio, Inc., Attn: Uzoma Orchingwa, 440 Prospect Street, Apt. 7, New Haven, CT 06511.

14. REMEDIES. Ameelio reserves the right to: (a) remove or refuse to post any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates the Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Ameelio Properties or the public, or could create liability for Ameelio; (c) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and/or (d) terminate or suspend your access to all or part of the Ameelio Properties for any or no reason, including without limitation, any violation of this Agreement.

15. TERM AND TERMINATION.

15.1. Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Ameelio Properties, unless terminated earlier in accordance with the Agreement.

15.2. Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used Ameelio Properties or (b) the date you accepted the Agreement and will remain in full force and effect while you use any Ameelio Properties, unless earlier terminated in accordance with the Agreement.

15.3. Termination of Services by Ameelio. You agree that Ameelio has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Ameelio's sole discretion and that Ameelio shall not be liable to you or any third party for any termination of your Account.

15.4. Termination of Services by You.

(a) **Termination by Free World Users.** If you are a Free World User and would like to terminate your Account, please contact us at team@ameelio.org. Upon receipt of your request, we will deactivate your Account within a reasonable time period.

(b) **Termination by Incarcerated Persons.** If you are an Incarcerated User and would like to terminate your Account, please contact your Administrator. The Administrator will work with us to deactivate your Account.

15.5. Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content; however, please note that any information or conversations had using the Services will not be removed. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Ameelio will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

15.6. No Subsequent Registration. If your registration(s) with or ability to access Ameelio Properties, or any other Ameelio community is discontinued by Ameelio due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access Ameelio Properties or any Ameelio community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Ameelio Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, Ameelio reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

16. INTERNATIONAL USERS. Ameelio 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 Ameelio intends to announce such Services or Content in your country. Ameelio Properties are controlled and offered by Ameelio

from its facilities in the United States of America. Ameelio makes no representations that Ameelio Properties are appropriate or available for use in other locations. Those who access or use Ameelio Properties from other countries do so at their own volition and are responsible for compliance with local law.

17. DISPUTE RESOLUTION. *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Ameelio and limits the manner in which you can seek relief from us.*

17.1. Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Ameelio, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small claims court if your claims qualify; and (2) you or Ameelio may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

17.2. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent: Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Ameelio will pay them for you. In addition, Ameelio will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

17.3. Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Ameelio. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The

arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). 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 has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

17.4. Waiver of Jury Trial. YOU AND AMEELIO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Ameelio are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

17.5. Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Connecticut. All other disputes, claims, or requests for relief shall be arbitrated.

17.6. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: team@ameelio.org, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Ameelio username (if any), the email address you used to set up your Ameelio account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

17.7. Severability. Except as provided in Section 17.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

17.8. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Ameelio.

17.9. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Ameelio makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Ameelio at the following address: team@ameelio.org.

18. GENERAL PROVISIONS.

18.1. Electronic Communications. The communications between you and Ameelio may take place via electronic means, whether you visit Ameelio Properties or send Ameelio e-mails, or whether Ameelio posts notices on Ameelio Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Ameelio in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Ameelio 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, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

18.2. Release. You hereby release Ameelio 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 Ameelio 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 Agreement or your use of Ameelio 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by an Ameelio Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website.

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

18.4. Force Majeure. Ameelio 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.

18.5. Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Ameelio Properties, please contact us at: team@ameelio.org. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

18.6. Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Ameelio agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in New Haven County, Connecticut.

18.7. Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CONNECTICUT, 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 THE AGREEMENT.

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

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

18.10. Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

18.11. Export Control. You may not use, export, import, or transfer Ameelio Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Ameelio Properties, and any other applicable laws. In particular, but without limitation, Ameelio 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 Ameelio Properties, you represent and warrant that (y) 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 (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Ameelio 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 Ameelio 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 Ameelio products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

18.12. Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

18.13. Entire Agreement. The Agreement is 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.