UPHORIA™ TERMS AND CONDITIONS

Updated on 3/12/2015

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Please read this Agreement carefully before using the Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before you use the Services. By using the Services, you agree to be bound by the terms and conditions of this Agreement. The disclaimers, terms and conditions herein are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by SI or its partners or affiliates, including through a registration process or other means. In the event of a conflict between the Terms and Conditions and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall control.

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SI is willing to license, not sell, the Services to you only upon the condition that you accept all the terms contained in this Agreement. By signing up with or by using the Services, you indicate that you understand this Agreement and accept all of its terms. If you do not accept all the terms of this Agreement, then SI is unwilling to license the Services to you.

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You may not use the Services and may not accept these Terms and Conditions if (a) you are not of legal age to form a binding contract, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

A copy of this document can be received by emailing your request to support@theuphoria.com or by visiting http://www.

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As part of the functionality of the Services, you may be able to login through online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: (1) providing your Third Party Account login information through the Services; or (2) allowing SI to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.

You represent that you are entitled to disclose your Third Party Account login information to SI and/or grant SI access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating SI to pay any fees or making SI subject to any usage limitations imposed by such third party service providers. By granting SI access to any Third Party Accounts, you understand that: (1) SI may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "Social Content") so that it is available on and through the Services via your account, including without limitation any friend, contacts or following/followed lists, and (2) SI may submit and receive additional information to your Third Party Account as indicated herein.

Unless otherwise specified in this Agreement, all Social Content, if any, shall be considered to be your Information and your content for purposes of this Agreement. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through the Services. Please note that if a Third Party Account or associated service becomes unavailable or the Services's access to such Third Party Account is terminated by the third party service provider, then Social Content may no longer be available on and through the Services. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. SI makes no effort to review any Social Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and SI is not responsible for any Social Content.

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USER REPRESENTATIONS

You hereby represent and warrant to SI that you (1) are over the age of majority in your jurisdiction or otherwise have the

power and authority to enter into and perform your obligations under this Agreement; (2) all information provided by you to SI is truthful, accurate and complete; and (3) you will comply with the terms and conditions of these Terms and Conditions and any other agreement to which you are subject that is related to your use of the Services or any part thereof. For any User Content that you post via the Services, you hereby represent and warrant that: (a) you are owner of such User Content or otherwise have the right to grant SI the licenses granted pursuant to this Agreement; (b) you have secured any and all consents necessary to post the User Content and to grant the foregoing licenses; (c) the User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such User Content does not contain any personally identifiable information about third parties in violation of such parties' rights; and (d) the use of any User Content will not result in harm or personal injury to any third party.

PROHIBITED USES

You agree that you will use the Services in a manner consistent with any and all applicable laws and regulations. We reserve the right, but are not obligated to investigate and terminate your use of the Services if you have misused the Services or any products or services accessed through the Services, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal. With respect to your participation on the Services or through any services or products accessed through the Services, you agree that you will not; (1) impersonate any person or entity; (2) "stalk" or otherwise harass any person; (3) express or imply that any statements you make are endorsed by SI, without our specific prior written consent; (4) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents; (5) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (6) remove any copyright, trademark or other proprietary rights notices contained in the Services; (7) interfere with or disrupt any services provided through the Services or the servers or networks connected to the Services; (8) post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (9) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Services; or (10) "frame" or "mirror" any part of the Services, without our prior written authorization or use meta tags or code or other devices containing any reference to SI or the SI Services in order to direct any person to any other web site for any purpose.

You further agree that your information and your interactions on the Services shall not: (1) be false, inaccurate or misleading (directly or by omission or failure to update information); (2) infringe any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (3) violate any law, statute, ordinance or regulation; (4) be defamatory, trade libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material; (5) contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language; (6) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (7) create liability for SI; or (8) link directly or indirectly to any other web sites. You further agree that you will not transfer, use, or sell your account information to any another party.

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You agree to release SI, its members, managers, officers, employees and agents, from any and all liability and obligations whatsoever in connection with or arising from your use of the Services and the Service. If at any time you are not satisfied with the Services or object to any material within the Services, your sole remedy is cessation of use thereof. you agree to defend, indemnify and hold harmless SI, its officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (1) your access to or use of the Services or any part thereof, (2) any User Content you post via the Services, (3) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under this Agreement, (4) infringement or misappropriation of any intellectual property or other rights of SI or third parties by you, or (5) any negligence or willful misconduct by you.

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The validity and effect of these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of Missouri, without regard to its conflicts or choice of laws principles.

The parties agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to SI which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that SI has the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies SI may have. The prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled in any action at law or in equity.

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- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services sufficient to
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- your address, telephone number, and email address;
- a 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
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CONTACT

This Services is operated by SI. All inquiries may be directed to:

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