

Socialive terms and conditions

Please read these **Socialive Terms of Use** with care before You make use of the Socialive Service, which is located at www.socialive.tv (the “**Site**”). We'll refer to You here as “You” and “Your.” We will refer to Socialive, Ltd. as “Socialive,” “we,” “us” or “our”.

These Socialive Terms of Use as they may be subsequently amended (“**Terms of Use**” or “**Terms**”) outline the terms and conditions applicable to Your use of the Socialive Service and any related services, aspects, functions, software platforms and derivatives of the Socialive Service (collectively, the “**Service**”).

This is a legally binding agreement between Socialive and You.

- **Use of the Service for any purpose that is unlawful or prohibited by the Terms of Use is prohibited.**
- By accepting these Terms You confirm that You are at least 13 years of age. Socialive is not intended for anyone under the age of 13.
- By accepting these Terms You also confirm that You are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms of Use, and to abide by and comply with the Terms of Use.

By using the Service, You acknowledge and agree that You are subject to the Terms of Use, including our Privacy Policy, which is incorporated by and made a part of the Terms of Use. **If You do not accept the Terms of Use You may not use the Service.**

1. WELCOME

Welcome to the Service. It was created by Socialive as a platform for personal communication, knowledge sharing and entertainment.

The Service is a live-video knowledge and entertainment platform. Subject to the Terms of Use (as they might be amended) and any other applicable agreements between You and Socialive, the Service allows You to broadcast Your video for viewing – in real time - by a public online audience and to view the video broadcasts of other users of the Service. The Service offers other functions as well that are described in the Terms of Use and in notices and publications from Socialive. Socialive reserves the right in its sole discretion, to change, modify, add, or delete features and functions of the Service at any time.

We take responsibility for what we have created, and You agree to take responsibility for Your use of our Service whether as a creator of Content (defined below) or as a viewer. We require that You treat others with respect, do not use the Service for anything that would be deemed illegal or obscene.

2. REGISTRATION

In order to access some features of the Service, and to be able to Submit (as that term is defined below) Content as a broadcaster, You will have to create a Socialive account (the “**Socialive Account**”). You can alter such information by updating Your Facebook®, account) and You also may alter Your Socialive Account information by logging into the Service and accessing Your dashboard.

You agree not to share Your Socialive Account password or let others have access to Your Account and You will not attempt to transfer Your Socialive Account to anyone else. You are

responsible for the activity that happens on or through Your account, so we urge You to keep Your account password secure and to always log-off when leaving Your computer or mobile device unattended. Although Socialive will not be liable for losses caused by any unauthorized use of Your Socialive Account, You may be liable for the losses of Socialive or others due to unauthorized use. We strongly recommend that You notify us immediately of unauthorized use of Your Socialive Account or of any related security breach by contacting us at support@socialive.tv.

3. OWNERSHIP OF THE SERVICE

All elements of the Service, including underlying platforms, software, look and feel, and other components ("**Service Components**"), to the full extent protectable by law, are either proprietary to Socialive or proprietary to our licensors. "Socialive@" and other trademarks, slogans, service marks, and trade names (collectively, "**Trademarks**"), which are used to identify the Service and/or the source of the Service, are proprietary to Socialive. You shall not remove or alter any copyright notice, Trademark or other proprietary or restrictive notice or legend affixed to any material provided as part of the Service or otherwise provided by Socialive. Except as expressly set forth in the Terms of Use, no license, assignment, or other grant of rights in any Service Components, Trademarks, copyrights, or any other intellectual property is granted to You and no such grant will result from Your accessing or using the Service. All rights in the Service not granted under the Terms of Use are reserved by Socialive.

The Service may contain links to third party services that are not owned or controlled by Socialive. Socialive has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party services. In addition, Socialive will not and cannot censor or edit the content of any third party service. You expressly release Socialive from any and all liability both known and unknown arising from Your use of any third party service.

4. USER GENERATED CONTENT

The term "**Content**" refers to any information, data, communication, video, text, graphics, photos (including but not limited to "Selfies" and "Moments"), sounds, music, audiovisual works, chat feed comments, gifting and/or other contributions appearing on the Service that users of the Service may broadcast, upload, or otherwise submit (collectively, "**Submit**") to the Service, or view or access on the Service.

All right, title and interest in Content Submitted by You to the Service, to the extent it does not belong to third parties or Guests (see Section 5), will remain with You, subject to the licenses You make hereunder. Socialive does not and will not claim any ownership over such Content. Notwithstanding the foregoing, You hereby waive any moral rights that You may have in Your Content in favor of Socialive and anyone acting with the authorization of Socialive.

Socialive assumes no responsibility for Content Submitted by You or any other users of the Service. You shall be solely liable for Content that You Submit to the Service, including without limitation for any consequences of publishing the Content through the Service. Your potential liability applies, for example, to any Content that You include in a broadcast initiated by You, even if you are not the creator of that Content.

You hereby affirm, represent and warrant that You will own or obtain all necessary licenses, rights, consents, and permissions to enable Socialive to publish and otherwise utilize as authorized in the Terms of Use, the Content You Submit to the Service.

You understand that the Service is intended for public use and not for private communications, and You confirm that You have no expectation of privacy with regard to any Content You may Submit to the Service, or any other communication by You made to or through the Service. Furthermore, You are aware that Socialive does not guarantee the security of any information

You disclose via the Service and any submission of Content by You to the Service is made at Your own risk.

All of the provisions in this Section 4 shall apply with equal force if You Submit Content that includes advertorials, native advertising, or sponsorship ("**Sponsored Content**"). Without limitation, all of Your representations, warranties, indemnification obligations, and other obligations under the Terms of Use will apply equally to Sponsored Content as they would to any other Content You Submit. You are solely responsible for ensuring that Your Sponsored Content complies with all applicable federal, state and local laws, rules and regulations, including without limitation the Federal Trade Commission's Guides Concerning Endorsements and Testimonials ("**FTC Guidelines**"), including all required disclosures and disclaimers.

As with other Content, Socialive assumes no liability for Sponsored Content Submitted by You or any other users of the Service, or for any product or service offered by or through Sponsored Content ("**Sponsored Products and Services**"). You shall be solely liable for Sponsored Content that You Submit to the Service and all elements of it, including without limitation for Sponsored Products and Services and for any other consequences of transmission of Sponsored Content through the Service.

In addition to all other termination provisions set forth in the Terms of Use, Socialive reserves the right to terminate immediately Your access to the Service if You fail to make disclosures in any Sponsored Content You Submit in accordance with the FTC Guidelines or as otherwise required by applicable law. Further, in the event that Sponsored Content Submitted by You includes material or promotes products or services which, in Socialive's sole opinion, might insult or offend users of the Service or which might tend to injure the success of the Service or the good name of Socialive, or if Your Sponsored Content does not comply with the Acceptable Use Policy set forth in Section 6 below, or, as determined in Socialive's sole opinion, conflicts with or does not align with Socialive's business, community, ethical or other goals, then Socialive shall have the right (a) to require that You cease submission of the Sponsored Content and/or (b) immediately terminate Your access to the Service.

By Submitting Content to the Service, You are granting Socialive and its agents and designees a **perpetual** worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform such Content in connection with the Service and with the businesses of Socialive and those of its successors, licensees, and affiliates, including without limitation for the purpose of promoting and advertising the Service and redistributing part or all of the Service (and works derived therefrom) in any and all media formats and through any and all media channels now known or later developed.

Without limitation, the foregoing license includes the right of Socialive to grant each user of the Service a non-exclusive license to access Your Content through the Service, and to use, reproduce, distribute, display, perform, edit, modify and comment upon such Content as permitted through the functionality of the Service, subject to the Terms of Use. ~~Such functionality currently includes the ability of users to capture segments from broadcasts of Content and to make such segments available on users' own Socialive Account at the Service, and to use, reproduce, distribute, display, perform, edit, modify and comment upon such segments via any and all channels of social media. (Socialive shall have the right but not the obligation to remove such segments from users' account pages at the Service.)~~

Nothing herein, however, shall be construed to permit use of such Content by users of the Service for endorsements of any product or service (other than the Service), or for any other commercial purpose, not authorized by You.

In connection with the exercise of each of the foregoing rights licensed by You, You consent to use of Your name, image, likeness, photograph, performance, voice, biographical details, Facebook ID, Twitter handle, Google+ ID, Instagram ID, profile pictures, and any other attributes of Your persona in any and all media now known or hereafter developed, including but not limited to the Internet (such as on the Site and on third party social media websites) and mobile

applications, worldwide, in perpetuity; all without payment, compensation or further notification to or permission from You, except where prohibited by law.

You hereby release and discharge all claims both known and unknown against, and covenant not to sue, Socialive and Related Parties (defined below) with respect to the use of any Content Submitted by You as authorized by the Terms of Use (including without limitation any claims that such use violates any proprietary right such as copyrights or rights of publicity/privacy).

5. GUEST BROADCASTS

While using the Service, You may either initiate (as a broadcaster) or participate as a Guest (defined below) in a broadcast through a Guest Broadcast or by Submitting Selfies, by gifting, Submitting chat, or by using another feature of the Service that introduces Content onto the screen ("Guest Broadcasting"). For purposes of the Terms of Use, the initiating broadcaster shall be deemed the "**Host**" of the Guest Broadcast (and shall control the Guest Broadcast) and a user contributing to the Guest Broadcast shall be deemed a "**Guest**." For clarity, only users of the Service who have agreed to be bound by the Terms of Use shall be eligible to participate as Guests in Guest Broadcasts.

Any content Submitted by a Guest to a Guest Broadcast shall be considered Content for all purposes of the Terms of Use. Without limitation, in connection with such Content and otherwise, the Guest shall be subject to all the terms and conditions of the Terms of Use, including without limitation the Acceptable Use Policy in Section 6 below and the provisions of Section 13, provided that the Guest shall defend, indemnify and hold harmless the applicable Host to the same extent provided in Section 13 with respect to Socialive and Related Parties (as defined below) from and against any and all Damages (defined below) arising out of any Content Submitted by a Guest in connection with a Guest Broadcast.

For clarity, all right, title and interest in Content Submitted by a Guest to a Guest Broadcast, to the extent it does not belong to third parties, will remain with the Guest, subject to the following: In addition to all licenses relating to Content provided above to Socialive and others, each Guest hereby grants to the Host, and each Host hereby grants to each Guest, a **perpetual** worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, display, perform, edit, modify and comment upon such Guest Broadcast, including Content Submitted by the Guest or the Host. This would include, by way of example, posting on the Host's or Guest's (as applicable) Socialive account page or to social media, to the extent the functionality of the Service permits.

Each Guest and each Host hereby releases and discharges all claims both known and unknown against, and covenants not to sue (a) Socialive and Related Parties; and (b) the Host (if a Guest) and each Guest (if a Host); with respect to any use of any Guest Broadcast as authorized by the Terms of Use (including without limitation any claims that any such use violates any proprietary right of the Host or Guest as applicable, such as copyrights or rights of publicity/privacy).

6. ACCEPTABLE USE POLICY

You expressly agree that all Content, including without limitation Sponsored Content, that You Submit will not be: (1) defamatory, libelous, abusive, or obscene, and without limitation, shall not include material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, federal, or international law; (2) infringe on the copyright or any other proprietary right of any person or entity; (3) invade the privacy of any person; (4) contain a virus, worm, Trojan horse, time bomb, or any other harmful program or component; or (5) be otherwise inappropriate or unlawful.

You also agree that You will not (i) use the Service to spam others or create mass-emails, (ii) continue harmful behavior if You have been warned of such; (iii) use or launch any automated

system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the Socialive servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser, and/or (iv) create a false identity (except for a user name unique to you that does not violate the rights of a third party, such as a celebrity or owner of intellectual property); and/or (v) forge an email address or header; or in any other way attempt to mislead others as to the identity of the sender or the origin of the message. You agree not to copy, scrape, re-post, take screen shots of, save, share, distribute, modify or make derivative works of any Content provided through the Service, except as expressly provided through the Service's functionality and in the Terms of Use.

You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service for any commercial solicitation purposes.

7. VIRTUAL CURRENCY/IN-SERVICE PURCHASES

At times, the Service will permit You to "buy" or "purchase" for use in the Service: (a) virtual currency called **Rubies**; or (b) virtual in-Service items such as **donations** in the chat (together with virtual currency, "**Virtual Items**"). These real world terms, however, are only being used as shorthand. You do not in fact "own" the Virtual Items, and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Rather, Socialive grants You a limited license to use the Service, including software programs that include the use of these Virtual Items.

A purchase of Virtual Items is complete only when you receive confirmation through the Service that You have redeemed iTunes or Google Play Store Wallet credits, or other third party currency accepted by the Service. Any virtual currency balance shown in Your Socialive Account does not constitute a real world balance or reflect any stored value, but instead constitutes a measurement of the extent of Your license to use the Virtual Items within the Service. You will not be able to sell Virtual Items in exchange for virtual or real currency credited back to Your Socialive Account, nor will You be able to receive a refund of virtual or real currency for Virtual Items (including any virtual currency), including if Your access to the Service has been suspended, limited or terminated.

Your gift of certain Virtual Items to a broadcaster on the Service may, but will not necessarily, appear on screen or in the chat feed of the Content You are viewing. Purchase of the "Chat Now" privilege during high traffic broadcasts will give You the opportunity to rejoin a chat feed that has become over-full and to remain in the chat feed for the remainder of the broadcast. Purchasers of "Chat Now" will receive priority over users who are participating in the chat feed for free.

Donations and **Rubies** gifted to broadcasters may result in some revenue to them as determined in Socialive's sole discretion; however, Socialive makes no guarantee that the amount or value of Virtual Items You may give a broadcaster will correlate to the revenue such broadcaster may receive from Socialive.

Only users of the Service who initiate a broadcast will be eligible for **donations** and other Virtual items. For example, Guests participating in a Guest Broadcast will not be eligible to receive Tips and other Virtual Items during that broadcast.

8. SUBSCRIPTIONS

Socialive may offer access to certain parts of the Service on a subscription basis ("**Subscriptions**"). Subscriptions shall be for a specified term selected by You through the Service. Subscription-based parts of the Service may renew automatically on a monthly or

annual basis, with payment due prior to each renewal unless You cancel Your Subscription before the monthly Renewal Date that is disclosed to You when You activate Your Subscription, and through the Settings portion of the Service (in which case You may be responsible for making payments through the end of that calendar month). We may or may not notify You of upcoming Renewal Dates.

You agree to pay Your Subscription fee in advance of receiving any Subscription-based part of the Service. Socialive reserves the right to discontinue or modify any Subscription fee payment option. You are responsible for all charges incurred under Your Socialive Account and You are responsible for timely cancellation of Your Subscription regardless of whether You receive any notice from us. Socialive reserves the right to deactivate Subscription-based parts of the Service to Your Socialive Account if payment is past due, regardless of the dollar amount.

If You choose a Subscription-based service, You hereby grant Socialive permission to automatically charge the Subscription fee to Your chosen payment method at the beginning of each applicable payment period. Your access to Subscription-based services will not be established until Socialive has verified that the credit card or other payment information You provide for payment is accurate and that Your payment method account is in good standing.

You are required to keep Your billing information current, complete and accurate (for example, if You move, be sure to update Your billing address, if You get a new credit/debit card, make sure You update the card number and/or expiration date) and notify Socialive if Your selected payment method is cancelled (e.g., for loss or theft).

Socialive reserves the right to suspend or terminate Your access to any Subscription-based part of the Service without notice upon rejection of any charges or if the bank or other entity that makes payment on your behalf (or its agent or affiliate) seeks return of payments previously made when Socialive believes You are liable for the charges. Socialive also reserves the right in its sole discretion to suspend or terminate Your access to any Subscription-based service if You are found, at the sole discretion of Socialive, to be in breach of the Terms of Use, or if You are suspended or banned, for any reason. That being said, You are responsible for canceling Your own Subscription(s) if You are banned from the Service.

You may choose not to renew Your Subscription-based part of the Service at any time by selecting the "Cancel Subscription" option under the Subscriptions page or by contacting support@socialive.com. Your cancellation is effective at the end of the current Subscription term.

Socialive reserves the right to change, modify or cancel the Subscription Program as it sees fit. All alterations to the Subscription Program will apply to all participants.

9. RIGHT TO SHUT DOWN, DENY OR LIMIT ACCESS, REMOVE CONTENT

Socialive has the right, but not the obligation, to screen, refuse to post, remove or edit the Content (including any Sponsored Content), at any time and for any or no reason at all, in our sole discretion. Socialive takes steps to monitor Content and keep the Site, App, and Service safe, but Socialive cannot guarantee their safety. Socialive reserves the right, but assumes no obligation, to remove Content, which is abusive, illegal or disruptive, or that otherwise fails to comply with the Terms of Use, and to limit or revoke Your access in full or in part to the Service, in our sole discretion, at any time, and for any reason, including, but not limited to reasons such as technical difficulties or violation of the Terms of Use.

In addition to any right or remedy that may be available to Socialive under the Terms of Use or applicable law, Socialive expressly reserves the right to suspend, limit or terminate Your access to the Service, at any time with or without notice and with or without cause, including if Socialive determines, in Socialive's sole discretion, that You pose a threat to the Service or its

users. In addition, Socialive may refer any information on illegal activities, including Your identity, to the proper authorities.

Given that the Service is provided in real-time, we would appreciate Your help in reporting to us any Content that You believe violates the Terms of Use. Please direct the relevant information, including the IP address used to commit the alleged violation and the date and time of the alleged violation, including the time zone to support@socialive.com

10. FEEDBACK FROM YOU

While we welcome any feedback or comments from You, please note that any unsolicited ideas, feedback or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names, **will automatically upon submission become the property of Socialive, without any compensation to You.** While under no obligation to review such submissions or to keep such submissions confidential, Socialive may use or redistribute any such submission and its contents for any purpose and in any way it deems fit.

To provide such submissions or feedback, please email feedback@socialive.com.

11. COPYRIGHT INFRINGEMENT POLICY

Socialive is committed to protecting the rights of copyright rights holders and seeks to comply with all applicable laws and regulations regarding the protection of intellectual property.

If You are a copyright owner or an agent thereof and believe that any Content infringes Your copyrights, You may Submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our designated agent for copyright claim notifications ("**Designated Agent**") with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works within the Service are covered by a single notification, a representative list of such works that appear within the Service;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number, and, if available, an electronic mail;
- A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement under penalty of perjury that the information in the notification is accurate, and You are the owner of, or authorized to act on behalf of the owner of, an exclusive right that is allegedly infringed.

Socialive will process any notices of alleged copyright infringement and will take appropriate actions under the DMCA. Upon receipt of notices complying with the DMCA, Socialive will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing.

Socialive may notify the owner or administrator of the affected Content so that he or she can make a counter-notification pursuant to his or her rights under the DMCA. If You receive such a

notice, You may provide counter-notification in writing to the Designated Agent. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a Federal District Court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which Socialive may be found, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Notices of claimed infringement and counter-notifications should be directed to the Designated Agent by mailing all required documentation to: Socialive LTD, 8 Launceston Place, London W8 5RL, UK, ATTN: COPYRIGHT INFRINGEMENT DESIGNATED AGENT or by email to support@socialive.com with the words "Attn Copyright Infringement Designated Agent" in the subject line.

12. WARRANTIES AND DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOCIALIVE EXPRESSLY DISCLAIMS (AND YOU HEREBY WAIVE): (A) ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, RESPECTING THE SERVICE AND RESPECTING ANY AND ALL SPONSORED PRODUCTS AND SERVICES; (B) ALL WARRANTIES RELATING TO CONTENT FROM USERS AND/OR THIRD PARTIES THAT YOU MAY OBTAIN OR ACCESS AT THE SERVICE INCLUDING WITHOUT LIMITATION SPONSORED CONTENT AND SPONSORED PRODUCTS AND SERVICES.

(C) ALL WARRANTIES THAT SUCH CONTENT IS FREE OF MATERIAL THAT IS DEFAMATORY, INFRINGES COPYRIGHT, AND/OR VIOLATES THE RIGHTS OF PRIVACY OR PUBLICITY OF ANY PERSON OR ENTITY OR VIOLATES ANY LAW OR GOVERNMENTAL REGULATION. (D) ALL WARRANTIES THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU BY OR THROUGH THE SERVICE WILL MEET YOUR NEEDS AND/OR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE. YOUR DOWNLOADING ANY MATERIAL FROM OR THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. WITHOUT LIMITATION, YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU UNDERSTAND AND AGREE EXPRESSLY THAT SOCIALIVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SOCIALIVE HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, WITH OR FROM THE SERVICE; (iii) THE PURCHASE OR USE OF ANY SPONSORED PRODUCTS AND SERVICES; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF SOCIALIVE FOR ANY CLAIMS UNDER THESE TERMS OF USE, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT PAID TO SOCIALIVE BY THE USER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. The Service contains the opinions and views of its users. Socialive does not endorse, guarantee, or assume responsibility for the accuracy, efficacy, or veracity of any Content from users made available through the Service.

Please also note that the Service is controlled and offered by Socialive from its facilities in the United Kingdom. The laws of other countries may differ regarding the access and use of the Service. Socialive makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so on their own volition and at their own risk, and are responsible for compliance with local law.

13. LIABILITIES AND INDEMNITIES

You shall defend, indemnify and hold harmless Socialive and its directors, officers, employees, representatives and agents ("**Related Parties**") against all demands, claims, actions, liabilities, losses, costs, damages or expenses whatsoever, known and unknown (including reasonable attorneys' fees) ("**Damages**") asserted against, imposed upon or incurred by Socialive and/or any of its Related Parties resulting from or arising out of any violation of the Terms of Use by You, and/or the use of Your Content, including, without limitation, any infringement of any third party's rights by Your use of the Service or through Content You Submit or the failure of Your Sponsored Content to comply with applicable law (including the FTC Guidelines).

With respect to each release of rights by You (including any Guest) provided in the Terms of Use: IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR SOCIALIVE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOCIALIVE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE CONTENT CONTAINED ON THE SITE OR IN THE APP, WHETHER THE CONTENT IS PROVIDED OR OTHERWISE SUPPLIED BY SOCIALIVE OR ANY THIRD PARTY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. PLATFORM PROVIDERS

Platform providers, such as Apple Inc. and Google Inc., that make the App available for download ("**Platform Providers**") are not party to this Agreement. Platform Providers have no

obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to deliver any product or service purchased by You through the App, You may notify the applicable Platform Provider, and such Platform Provider may refund payments made for such purchases (if applicable). To the maximum extent permitted by applicable law, Platform Providers will have no other obligation whatsoever with respect to the App. You acknowledge that Platform Providers are not responsible for addressing any claims relating to the App or Your possession and/or use of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims alleging infringement of intellectual property; and (iv) claims arising under consumer protection or similar legislation. We, not the Platform Providers, will be solely responsible for the investigation, defense, settlement and discharge of any such claims. Platform Providers are third party beneficiaries of this Section 14, and will have the right (and will be deemed to have accepted the right) to enforce the provisions of this Section 14 against You.

15. PRIVACY

To learn more about how Socialive protects Your personal information, please refer to the Socialive [Privacy Policy](#), which is incorporated by and made a part of these Terms of Use.

16. ASSIGNMENT

Socialive may assign this Agreement to its successors, licensees, and affiliates. However, because the subject matter hereof is personal to You and Your Content, you may not assign this Agreement to any person or entity without Socialive's prior written consent.

17. DISPUTE RESOLUTION

YOU HEREBY WAIVE ALL RIGHTS TO PURSUE IN A COURT OF LAW ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THE SERVICE OR THESE TERMS OF USE.

In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with the Terms of Use whether based on contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory, including without limitation disputes as to the creation, validity, interpretation, breach, or termination of the Terms of Use (a "**Dispute**"), the party initiating the Dispute shall give to the other party written notice of the specific subject(s) of the Dispute (the "**Dispute Notice**") and the parties shall meet and negotiate in good faith, in New York, N.Y., in an effort to resolve the Dispute without the necessity of any formal proceeding.

No formal proceedings for the resolution of the Dispute may be commenced until the later to occur of (a) a good faith conclusion one or both of the parties that amicable resolution through continued negotiation of the matter in issue does not appear likely, or (b) the thirtieth (30th) day after the Dispute Notice is received.

Any Dispute that the parties are unable to resolve through such negotiations will be submitted prior to the fortieth (40th) day after the Dispute Notice is received, to non-binding mediation administered by the American Arbitration Association or its successor ("**AAA**") in New York, New York, which mediation shall extend for up to three (3) business days. The parties will mutually select the mediator from a list of mediators obtained from the office of AAA located in New York, New York. If the parties are unable to agree on the mediator within five (5) business days after the Dispute is submitted to AAA, then the mediator will be selected by AAA.

Any Dispute that the parties are unable to resolve through negotiation and mediation as described above (including without limitation any dispute or controversy over the scope or

applicability of this agreement to arbitrate) will be submitted to binding and final arbitration in accordance with the following:

The arbitration shall be conducted before a single arbitrator who is expert in the field of Internet services in New York, N.Y., and administered by the AAA in accordance with its streamlined commercial arbitration rules and procedures or subsequent versions thereof, except to the extent such rules and procedures may be inconsistent with the terms of the Terms of Use. Either party may demand arbitration of a Dispute by giving the other party written notice to such effect, which notice will describe, in reasonable detail, the facts and legal grounds forming the basis for the filing party's request for relief and will include a statement of the total amount of damages claimed. In no event will You be entitled to recover punitive, special or exemplary damages or seek injunctive or any other equitable relief.

The arbitrator's award shall be entered by either party in any court having competent jurisdiction provided that the party entering the award shall request that the court prevent the award from becoming publicly available except as may be required by law. The arbitrator shall not limit, expand or otherwise modify the terms of the Terms of Use. Each party shall bear its own expenses and pay pro rata its share of AAA fees and expenses (including, without limitation, compensation for the arbitrator). The parties agree that the existence and contents of the entire arbitration, including the award, shall be deemed a compromise of a dispute under Rule 408 of the Federal Rules of Evidence, shall not be discoverable in any proceeding, shall not be admissible in any court (except for the enforcement thereof) or arbitration and shall not bind or collaterally estop either party with respect to any claim or defense made by any third party.

The parties agree that any mediation or arbitration proceedings, testimony, or discovery, along with any documents filed or otherwise submitted in the course of any such proceedings (and including the fact that the mediation or arbitration is being conducted) shall be confidential and shall not be disclosed to any third party except to the mediators or arbitrators and their staff, the parties' attorneys and their staff, and any experts retained by the parties, or as required by law.

Notwithstanding the foregoing, a party may disclose limited information if required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder.

18. MISCELLANEOUS

Nothing in the Terms of Use shall be construed to create a partnership, joint venture or agency relationship between You and us. You may not assign any of Your rights or delegate any of Your duties under the Terms of Use without the prior written consent of Socialive. Socialive may assign this Agreement and/or any of its rights, and delegate its duties in its discretion. Any purported assignment which is inconsistent with the foregoing shall be null and void. The Terms of Use, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of New York applicable to contracts entered into and wholly to be performed within said state without regard to conflicts of laws. No waiver of any breach of any provision of the Terms of Use shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. In the event any provision of the Terms of Use shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect. In resolving any dispute or construing any provision hereunder, there shall be no presumptions made or inferences drawn (i) because the attorneys for one of the parties drafted the agreement; (ii) because of the drafting history of the agreement; or (iii) because of the inclusion of a provision not contained in a prior draft, or the deletion of a provision contained in a prior draft. All representations, warranties and indemnities contained herein or made by You in connection herewith shall survive any termination, expiration, or suspension of Your rights under the Terms of Use. Section headings are for

convenience only and are not a part of the Terms of Use. The Terms of Use contain the entire understanding of the parties and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

19. AMENDMENT

Socialive reserves the right, in its sole discretion, to change, modify, add, or delete portions of the Terms of Use at any time. When using the Service, You may be subject to additional applicable guidelines or rules that may be posted from time to time. All of these guidelines and rules are deemed incorporated into the Terms of Use. While we may attempt to notify You when major changes are made to the Terms of Use, it is Your responsibility to review the Terms of Use periodically to check for changes. When Socialive makes changes, it will give the date of the most recent update in this space so You can be kept abreast by visiting this page. Socialive also reserves the right in its sole discretion and at any time to modify or discontinue, temporarily or permanently, the Service (or any part of it), with or without notice.

(Terms of Use last updated: January 12th, 2017)

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Terms of Service

Effective: November 15, 2016
(if you live in the United States)

1. Your Acceptance of The Live.me Service

- I. By using or visiting the Live.me mobile application (the "Platform"), which is owned and operated by Hong Kong Live.me Corporation Limited ("Live.me"), or any Live.me products, software, data feeds, and services provided to you on, from, or through the Platform (collectively the "Service") you signify your agreement to (1) these Terms of Service, (2) the Live.me Community Policy, incorporated herein by reference; (3) the Live.me End User License Agreement; and (4) Live.me's Privacy Policy, incorporated herein by reference (collectively, the "Agreement"). If you do not agree to any of these terms, the Live.me Community Policy, the Live.me End User License Agreement, or Live.me's Privacy Policy, please do not use the Service.
- II. Live.me may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

- I. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. For purposes of this Agreement, "Content" includes text, software, scripts, graphics, photos, sounds, music videos, audiovisual combinations, interactive features and other materials you may view on, access through or contribute to the Service. The Service includes all aspects of Live.me including the Liveme.com website and the Live.me mobile application.

- II. The Service may contain links (i.e. spam), or users of the Service may direct you to visit third party websites or services that are not owned or controlled by Live.me. Live.me has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services, and Live.me will not and cannot censor or edit the content of any such third-party site or services. By using the Service, and by choosing to visit any third party website or engaging in any action made known to you while using the Service, you acknowledge that you are doing so at your own discretion and you expressly relieve Live.me from any and all liability arising from your use of any third-party website or engagement of any third party services.
- III. Live.me gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Service. This license has the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by Live.me, in the manner permitted by these Terms of Service.
- IV. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in these Terms of Service gives you a right to use the Live.me name or any of the Live.me trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of Live.me and its licensors. Any feedback, comments, or suggestions you may provide regarding Live.me, or the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

3. Live.me Accounts.

- I. In order to access some features of the Service, you will have to create a Live.me Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Live.me immediately of any breach of security or unauthorized use of your account.
- II. Although Live.me will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Live.me, or others, due to such unauthorized use.

4. General Use of the Service

- I. The Service is constantly evolving and by your use you acknowledge that the Service may change from time to time, at Live.me's sole discretion. Live.me may permanently or temporarily stop providing the Service or any features within the Service to you or to users generally. Live.me also retains the right to create limits on use and storage at its sole discretion at any time. Live.me may also remove or refuse to distribute any Content on the Service, suspend or terminate users, and reclaim usernames without liability to you.
- II. In consideration for Live.me granting you access to and use of the Service, you agree that Live.me and its third-party providers and partners may place advertising on the Service or in connection with the display of Content or information from the Service whether submitted by you or others. You also agree not to misuse the Service, as follows:
- III. You agree not to distribute in any medium any part of the Service or the Content without Live.me's prior written authorization, unless Live.me makes available the means for such distribution through functionality offered by the Service.
- IV. You agree not to alter or modify any part of the Service.

- V. You agree not to access Content through any technology or means other than the broadcast feeds and playback archives of the Service itself, or other explicitly authorized means Live.me may designate.
- VI. You agree not to use the Service for any of the following commercial uses unless you obtain Live.me's prior written approval: (i) the sale of or access to the Service; or (ii) the sale of advertising, sponsorships, or promotions placed on or within the Service or Content. Prohibited commercial uses does not include broadcasting original content on the Platform or maintaining an original broadcast feed on the Platform, to promote your business or artistic enterprise; or any other use that Live.me expressly authorizes in writing.
- VII. In your use of the Service, you will comply with all applicable Federal laws of the United States of America as well as the applicable laws of your state. Live.me hereby reserves the right to access, read, preserve, and disclose any information reasonably believed to be necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of the Live.me Platform, its users and the public.
- VIII. As a Live.me account holder you may submit Content to the Service, including videos and user comments. You understand that Live.me does not guarantee any confidentiality with respect to any Content you submit. Live.me does not disclose personally-identifying information to third parties except in accordance with its Privacy Policy.

5. Privacy

- I. Our [Privacy Policy](#) describes in detail how we handle the information you provide to us when you use the Service. You expressly understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of such information, including the transfer of this information to and throughout the United States, and/or other countries for the use, storage, and processing by Live.me and its affiliates.

6. Features of the Service - Virtual Currency

- I. Live.me offers a feature allowing users to purchase virtual "Coins" for use within the Service (i.e. as a "tip" to another Live.me broadcaster for their live show or archived video). You acknowledge and agree that your distribution of any Coins currently in your account, as a virtual "tip" to any other user's account, is made solely at your own discretion; you further understand that once you have confirmed a transfer of Coins to another user's account, the action cannot be undone and the Coins cannot be withdrawn.
- II. The value (i.e. the exchange rate) of the Coins is determined by Live.me based on your country of origin, and Live.me further reserves the right to modify the purchase exchange rate between actual currency and virtual Coins from time to time, with or without reason, in its sole discretion. By your use of the Service, you confirm your understanding of and accept the then-current exchange rate of any Coins at the time of your purchase.
- III. Your use of any Coins purchased shall be solely for legitimate purposes within the Service, and must comply with all applicable laws at all times (i.e. no exchanging of Coins for any activity, product, conduct or services deemed unauthorized by these Terms of Use or our Community Policy).
- IV. Any Coins stored in your personal Service account in excess of Forty Thousand (40,000) Diamonds, either by your own purchase or by receipt from another user (i.e. receipt of a

"tip") may be "cashed out" (i.e. exchanged) for actual currency. The value of currency to be cashed-out shall be determined by Live.me's then-current exchange rate and shall be subject to a payment transfer fee as set forth and deducted by the applicable financial service provider, as determined by Live.me at the time of the transfer, and also a service fee as set forth and deducted by Live.me. You agree and acknowledge that the value of the Coins may change between the time they were purchased and the time you decide to cash-out. By way of example, if you initially purchased 100 Coins for \$1.00USD, but do not use them and decide to cash-out at later date, the value of those 100 Coins may have increased to \$2.00USD, or may have been reduced to \$0.50USD, based solely on the exchange rate determined by Live.me in its sole discretion.

- V. If your account is terminated by Live.me for cause, any outstanding Coins remaining in your account at the time of termination may be confiscated and will not be recoverable in Live.me's sole and absolute discretion, in accordance with our Account Termination Policy specified in Section 8 below.
- VI. You understand that the purchase of Coins requires actual money. If you disagree with any part of, or do not fully understand our exchange rate policy, please refrain from purchasing or using any Coins in connection with the Service.
- VII. You understand that Live.me may change, modify or update these Terms of Use, or the terms of sale in connection with the Coins from time to time, and that such revised terms will apply to all subsequent purchases of any Coins, and you agree that you will review these Terms of Use and any terms regarding the sale of Coins prior to making any purchase.

7. Pricing and Payment

- I. If you would like to send gifts to someone for their live streaming on Live.me, you must purchase and pay the equivalent Live.me coin using real money. If you want to have more special features in Live.me then you need to subscribe a VIP service. Whether subscribe or terminate your VIP subscription on Live.me, you need to conduct it on App Store or Google Play. The app store may be subject to a sales tax in your area. (You can check the Terms of Service of your app store for more details)
 - More about VIP subscriptions:
 - 1. \$19.99 per month to become the VIP.
 - 2. VIP subscription is auto-renewed.
 - \$ 19.99 per month, VIP features including:
 - 1. One-time coins package of 1000 Live.me coins.
 - 2. Check and claim 20 Live.me coins daily.
 - 3. VIP exclusive gift to send.
 - 4. VIP exclusive flying comments.
 - 5. VIP special badge.

- II. You need to confirm and pay for the VIP subscription through the app store. VIP subscription is auto-renewed. You need to cancel the automatic subscription at least 24 hours before the end of the valid month.
- III. During one VIP valid period, you can not cancel VIP subscription of that month.
 - **IMPORTANT: All Live.me coins are not refundable. You understand and agree that your purchase of Live.me coins in the Live.me application or the purchase of other special features is a reflection of the buying behavior. Live.me has no obligation to provide you with any reason for a refund.**
- IV. If you cancel your order through the app store after you have purchased the coins in the application, we will withdraw the coins we have sent and other virtual goods or physical services (including but not limited to rank, experience, rank, etc.) together. The circumstances are serious, Live.me will reserve the right to disable your account and withdraw all the coins in the account.
 - **IMPORTANT: You agree that we will make the necessary corrections and adjustments when your account balance is incorrect due to Live.me system maintenance or other technical failures.**
 - **IMPORTANT: All users do not allow to trade Live.me coins or accounts privately. You understand and agree that if you trade Live.me coins or account privately, Live.me reserve the right to disable your account and withdraw all the coins in your account.**
- V. If you have any questions or suggestions regarding Live.me purchase and payment service, please contact us through live.me@cmcm.com.

8. Account Termination Policy

- I. Live.me reserves the right to decide whether any Content or activity, in whole or in part, violates these Terms of Service or our Community Policy, and Live.me may at any time, without prior notice and in its sole discretion, terminate your account or cease providing you with all or part of the Service, or remove such Content if we reasonably believe: (i) you have otherwise violated of these Terms of Service or our Community Policy, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; or (iv) our provision of the Service to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances.
- II. If Live.me terminates your account for cause, as determined in its sole discretion, you agree and acknowledge that all of or your digital records, including but not limited to virtual in-app currency (i.e. Coins, diamonds, gifts, etc.) chat logs, user comments, profile photos, replay and any data generated and stored on the Service will be confiscated, with or without notice. In other words, play by the rules and adhere, to these Terms of Service, and the Live.me Community Policy; failure to do so will result in the loss of your account and all of its assets.
- III. You may end your legal agreement with Live.me at any time by deactivating your account(s) and discontinuing your use of the Service. In all such cases, the Terms of Service shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 6, 9, 10, 11, 12 and 15.

9. Warranty Disclaimer

You agree that your access to and use of the Service shall be at your own risk. You understand and agree that the Service is provided to you on an "as is" and "as available" basis. Without limiting the foregoing, to the fullest extent permitted by applicable law, Live.me, its officers, directors, employees, and agents (collectively, the "Live.me Entities") DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. Live.me makes no warranties or representations about the accuracy or completeness of this Service's content or any Content and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of Content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our Service, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our Service by any third party, (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Service, and/or (vi) whether the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Live.me does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked services or featured in any banner or other advertising, and Live.me will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. No advice or information, whether oral or written, obtained from Live.me or through the Service, will create any warranty or representation not expressly made herein.

10. Limitation of Liability

- I. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIVE.ME ENTITIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR LIVE.ME IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..
- II. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIVE.ME ENTITIES SHALL FURTHER NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II)

ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM THE SERVICE; OR (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

- III. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE LIVE.ME ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID LIVE.ME, IF ANY, IN THE PAST SIX MONTHS FOR USE OF THE LIVE.ME SERVICES GIVING RISE TO THE CLAIM.

11. Indemnification

- I. To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless the Live.me Entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

12. Governing Law; Jurisdiction; Unenforceability

- I. The laws of the State of California, excluding its choice of law provisions, will govern these Terms of Service and any dispute that arises between you and Live.me. All disputes related to these Terms of Service or the Service will be brought solely in the federal or state courts located in Los Angeles County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.
- II. If you are a federal, state, or local government entity in the United States using the Service in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms of Service and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).
- III. In the event that any provision of these Terms of Service is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Service will remain in full force and effect. Live.me's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- IV. In the event that any provision of these Terms of Service is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Service will remain in full force and effect. Live.me's failure to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

13. Contact; Notices

- I. These Terms of Service are an agreement between you and Hong Kong Live.me Corporation Limited, Room 1101, 11/F, San Toi Building, No. 139 Connaught Road Central,

Hong Kong. If you have any questions about these Terms of Service, please contact us at: live.me@cmcm.com.

14. Ability to Accept Terms Of Service

- I. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service.
- II. By placing an order to purchase a product and/or a service on or through the Service (i.e. Coins), it will be deemed that you agree to be bound by these legal Terms of Service and agree to the terms of sale set forth herein. You acknowledge that you are at least 18 years old or that you have legal parental or guardian consent to enter into this legal the term of sale.

15. Assignment.

- I. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Live.me without restriction.

Effective: November 15, 2016