

Terms of Use

Last updated: March 1st, 2014

Please read these Terms of Use ("Terms") carefully. By downloading, accessing or using the mobile applications, websites or other products or services (collectively, the "Services") of "15 and 50, LLC" and our affiliates ("15and50", "we" or "us"), you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services. These terms are specific to our app LeaveATrace.

We may change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending a notification, posting a notice on the Services or updating the "Last Updated" date above. Your continued use of the Services will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended Terms, you must stop

using the Services and delete your LeaveATrace account.

Have A Good Time with LeaveATrace

The language below is meant to support this rule. It allows us to continue providing and improving our Services, and it helps to ensure that a few mean users don't ruin the fun for everyone else. Your part in that is simple. Just use common sense—keep sending awesome Traces to your friends, and please don't send Traces that they don't want to receive.

Our Audience

This section is about who can use LeaveATrace.

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, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously suspended or removed from the Services and do not have more than one LeaveATrace account.

We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion of thereof, and block or prevent your future access to and use of the Services or any portion thereof.

Usage Data

This section is about data we collect. By using the LeaveATrace application you agree to let 15and50 collect information about your usage of the application, including interactions with Traces. For example, when you open a Trace or create a new Trace, we attempt to detect those interactions. You agree that we will share the fact that you took these actions with the sender of the message. You also agree to let 15and50 collect certain types of information from and about your device. For example, if you choose to use our "Ask a friend to join" feature, you agree to let 15and50 access the address book on your device and upload data to its servers to sync your contacts and find which of your friends are already LeaveATrace users. For more information about the information we

collect from you and your device and 15and50's privacy practices, please review our Privacy Policy.

User Content

This section is about your stuff—content you create.

The Services consist of interactive features and areas that allow users to create, post, transmit and/or store drawings (collectively, "User Content"). You understand that your User Content may be viewable by others and that you have the ability to control who can access such content by adjusting your privacy settings. You agree to abide by our Community Guidelines, which may be updated from time to time.

You agree that you are solely responsible for your User Content and that 15and50 is not responsible or liable for any User Content. While we are not obligated to do so, we reserve the right, and have absolute discretion, to review, screen and delete User Content at any time and for any reason.

You retain all ownership rights in your User Content. However, by submitting User Content

to 15and50, you hereby grant us a nonexclusive, worldwide, royalty-free, sublicensable and transferable license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display such User Content in connection with the Services, subject to your use of privacy settings in the Services to control who can see your User Content.

Deleting User Content

Any drawing (“Trace”) that is not modified for a period of 15 days will be deleted off of our servers.

Feedback

This section is about the feedback you may give us on our products and services.

You agree that any feedback, suggestions, ideas or other information or materials regarding LeaveATrace or the Services that you provide, whether by email or otherwise ("Feedback"), are non-confidential and shall become the sole property of 15and50. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or

otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). We like hearing from users, but please do not share your ideas with us if you expect to be paid or want to continue to own or claim rights in them.

LeaveATrace Content

This section is about our stuff—content we create.

Unless otherwise stated, all materials contained on or within the Services, including, but not limited to, text, graphics, images, code, illustrations, designs, icons, photographs, video clips, and written and other materials (collectively, "15and50 Content"), as well as their selection and arrangement, are protected by copyright, trademark, trade dress, patent, and/or other intellectual property laws, and unauthorized use of 15and50 Content may violate such laws and these Terms. Except as expressly provided in these Terms, 15and50 does not grant any express or implied rights to use 15and50 Content. You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse

engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, 15and50 Content, the Services or any related software, except as expressly stated in these Terms.

You are hereby granted a limited, nonexclusive, non-sublicensable license to access and use the Services and 15and50 Content. This license is revocable at any time. This license is subject to these Terms and does not include:

The distribution, public performance or public display of 15and50 Content;

Modifying or otherwise making any derivative uses of the Services or 15and50 Content, or any portion thereof;

Use of any scraping, data mining, robots or similar data gathering or extraction methods;

Downloading (other than page caching) any portion of the Services, 15and50 Content or any information contained therein, except as expressly permitted on the Services;

Accessing the 15and50 API with an unauthorized or third-party client; and

Any use of the Services or 15and50 Content other than for their intended purposes.

Any use of the Services or 15and50 Content other than as specifically authorized in these Terms, without the prior written permission of 15and50, is strictly prohibited and will terminate the license to use 15and50 granted in these Terms.

Prohibited Activities

This section is about some things you can't do as a LeaveATrace user.

In addition to the other restrictions outlined in these Terms, you agree that you will not:

Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms;

Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;

Compromise the security of the Services;

Send any unsolicited or unauthorized advertising, spam, solicitations or promotional materials;

Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;

Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services;

Use or attempt to use another user's account without authorization;

Attempt to circumvent any content filtering techniques we employ, or attempt to access areas/features of the Services that you are not authorized to access;

Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;

Engage in any harassing, intimidating, predatory or stalking conduct;

Impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity;

Violate the publicity, privacy or data protection rights of others, including by taking pictures of another individual without receiving that individual's consent;

Infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your LeaveATrace account, Traces, a LeaveATrace username, or a friend link without 15and50's prior written consent;

Develop any third-party applications that interact with User Content or the Services without our prior written consent; and

Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

You further agree to abide by any third-party terms that apply when posting reviews of

LeaveATrace, including the iTunes App Store Terms of Service. Posting LeaveATrace usernames in app store reviews is strictly prohibited and may result in the deletion of your LeaveATrace account.

Account Security

This section is about account security.

After opening a LeaveATrace account, you accept all responsibility for any activity that occurs while logged into your account. You are responsible for making sure that you keep your password secure and safe. You agree that you will not share your password with others or do anything that might jeopardize the security of your account.

Modifications to the Services

This section is about the possibility that we may change the Services in the future.

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension or discontinuance of the Services or any part thereof.

Copyright Policy

This section describes how to provide notice to 15and50 of content on LeaveATrace that infringes the intellectual property rights of another and 15and50's rights with respect to that notice.

15and50 respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, we have adopted a policy of, upon notice, restricting access to or deleting content that infringes a third party's copyright and, in appropriate circumstances and in our sole discretion, terminating account holders or other users of the Services who are deemed to be repeat infringers of a third party's copyrighted work.

If you believe that anything on the Services infringes any copyright that you own or control, you may file a notice of such infringement, in compliance with the requirements of 17 U.S.C. § 512(c)(3), with our designated agent:

15 and 50 LLC.
Attn: Copyright Agent

72 Windmill Road
Armonk, NY 10504
support@15and50.com

Disclaimer

THE SERVICES AND THE LEAVEATRACE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, WHILE LEAVEATRACE ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE SECURE OR ERROR-FREE OR THAT THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS OR IMPERFECTIONS.

Note to International Users

The Services are hosted in the United States. If you are a user accessing the Services from the European Union, Asia, or any other region with

laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the Services, which are governed by U.S. law, you are transferring your personal information to the United States and you consent to that transfer.

Disputes

1) Indemnification

By agreeing to these Terms you agree to indemnify, defend and hold harmless 15and50, our managing members, shareholders, employees, affiliates, licensors and suppliers (the "15and50 Parties") from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) your use of the Services; (b) any User Content you post, upload, use, distribute, store or otherwise transmit through the Services; (c) your violation of these Terms; or (d) your violation of the rights of another.

2) Limitation of Liability

Except where prohibited by law, in no event will 15and50 or the 15and50 Parties be liable for

any indirect, special, punitive, incidental, exemplary or consequential damages that result from (a) the use of, or inability to use, the Services; (b) the provision of the Services or any materials available therein; or (c) the conduct of other users of the Services, even if 15and50 has been advised of the possibility of such damages. You assume total responsibility for your use of the Services. Your only remedy against 15and50 for dissatisfaction with the Services or any content is to stop using the Services. If, notwithstanding these Terms, 15and50 is found liable to you for any damage or loss which arises out of or is in any way connected with your use of the Services or any content, 15and50's liability shall in no event exceed \$1.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

3) Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH 15and50 AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You and 15and50 agree to arbitrate any dispute arising from these Terms or your use of the

Services, except that you and 15and50 are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and 15and50 agree (a) that any arbitration will occur in Westchester Count, New York; (b) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and (c) that the state or federal courts of Westchester Count, New York have exclusive jurisdiction over any appeals of an arbitration award and over any suit, if any, between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND 15and50 WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE ACTION OR PROCEEDING.

4) Forum and Venue

A lawsuit, if any, by you or 15and50 against the other will occur in state or federal court in Westchester Count, New York. You and 15and50 agree that the jurisdiction and venue of these courts is exclusive.

Applicable Law

Any dispute between you and 15and50 will be governed by these Terms and the laws of the State of New York and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Complete Agreement

These Terms supersede all prior understandings regarding the same and represent the complete agreement between you and 15and50.

Questions and Comments

15and50 welcomes comments, questions, concerns, or suggestions. Please send feedback to us by emailing us: support@15and50.com.