

TERMS OF SERVICE AGREEMENT DRIVER

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING, USING OUR SITES OR APP AND OUR SERVICES OR BY REGISTERING AS A CUSTOMER, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE AND APP. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR APP OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 01/01/2016.

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with DeziNow, Inc., also known as DeziNow, located at 1255 Treat Blvd Suite 300, Walnut Creek, California 94597 and our subsidiaries and affiliates, in association with the use of the DeziNow website and app, which includes www.DeziNow.com, (the "Site") and its Services, which shall be defined below. For the purpose of this contract, also herein referred to as "Contract", "Terms and Conditions", or "Agreement", any reference to "you" or "your" within this document shall refer to the driver, member, and user utilizing the DeziNow website, software, mobile application or app or application, and referral services. Any references to "we", "us", or "our" shall refer solely to DeziNow.

DESCRIPTION OF SERVICES OFFERED

The DeziNow Site and App is a rideshare referral service platform which has the following description:

DeziNow is a platform for referral services where information about the Customer and the services required are shared with the Drivers who are offering driving services to those Customers. By signing up with and utilizing the Service, the Driver agrees with this Agreement and agrees to comply with all the terms and conditions of this Agreement. Driver agrees that DeziNow is only a referral service that will inform Drivers about individuals that requires services that you may provide. You acknowledge and agree that the Drivers utilizing and on DeziNow are independent contractors and are not employees of DeziNow. You agree that your availability and acceptance of requests is at your discretion. DeziNow will require a referral fee and compliance with the TOS. Requests for a Driver and rates are not guaranteed but dependent upon the market and Customers.

Any and all visitors to our site, despite whether they are registered or not, shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS. Once an individual register's for our Services, through the process of creating an account, the user shall then be considered a "member."

The user and/or member acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other

platforms and downloadable programs, are the sole property of DeziNow, Inc.. At its discretion, DeziNow, Inc. may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. DeziNow, Inc. does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or member, acknowledge, accept and agree that DeziNow, Inc. shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user and/or member understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such DeziNow, Inc. shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

REGISTRATION

To register and become a "member" of the Site, you must be at least 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving DeziNow's Services under the laws and statutes of the United States or other applicable jurisdiction.

When you register, DeziNow may collect information such as your name, e-mail address, birth date, gender, mailing address, occupation, industry and personal interests. You can edit your account information at any time. Once you register with DeziNow and sign in to our Services, you are no longer anonymous to us.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, DeziNow, Inc. will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of DeziNow, Inc. Services, or any portion thereof.

PRIVACY POLICY

Every member's registration data and various other personal information are strictly protected by the DeziNow, Inc. Online Privacy Policy (see the full Privacy Policy at www.dezinow.com/privacy). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing or use by DeziNow, Inc. and/or our subsidiaries and affiliates.

MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY

When you set up an account, you are the sole authorized user of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of the TOS. It shall be your responsibility to notify DeziNow, Inc. immediately if you notice any unauthorized access or use of your account or password or any other breach of security. DeziNow, Inc. shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

You acknowledge, consent and agree that DeziNow may access, preserve and disclose your account information if, in our sole discretion, we believe doing so is in any manner necessary to:

- a) comply with legal process;
- b) enforce the TOS;
- c) respond to claims regarding content that violates the legal rights or obligation of third parties which we contract;
- d) respond to requests for customer service;
- e) protect the rights, property, and personal safety of DeziNow, its users and the public.

You acknowledge that DeziNow expressly reserves the right to immediately modify, suspend or terminate your account and refuse current or future user of our online and referral services. You agree that DeziNow is not required to give prior notice of termination of your account and referral requests. Instances where DeziNow may suspend, terminate your account, or refuse current or future users of our online and referral services may include, but not limited to:

- a) Violation or attempted violation of legal rights of others to use the services of DeziNow;
- b) Violation of this agreement;
- c) Any action which may be harmful to others

You acknowledge and understand that DeziNow utilizes software and applications that includes security components that is used to protect, record, and preserve the user's data that is utilized by the operation of the software and the user's personal privacy. By utilizing DeziNow services and software, you agree that you shall do nothing to circumvent or override any measures that the software uses or those

utilized by DeziNow. For more information regarding the security and privacy controls, please see DeziNow's Privacy Policy.

CONDUCT

As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the DeziNow Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by DeziNow.

Furthermore, you herein agree not to make use of DeziNow, Inc.'s Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) causing harm to minors in any manner whatsoever;
- c) impersonating any individual or entity, including, but not limited to, any DeziNow officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- d) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to

interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;

j) interfering with or disrupting any DeziNow, Inc. Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;

k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act;

m) "stalking" or with the intent to otherwise harass another individual; and/or

n) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Users must be of legal age according to where they are in order to submit personal information. Users agree that they are aware of the legal age requirements of going into any agreement and that they are of legal age according to the law which governs their jurisdiction to enter into any contract or agreement with DeziNow.

You agree to act in a professional and responsible manner in performance of all driving services referred by DeziNow.

You agree that you are solely responsible for any actions while visiting and utilizing DeziNow.com and the application and will comply with all applicable local, state, federal and foreign laws, rules and regulations regarding the internet and United States copyright laws and export regulations.

DeziNow, Inc. herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.

DeziNow, Inc. herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- a) compliance with any legal process;
- b) enforcement of the TOS;
- c) responding to any claim that therein contained content is in violation of the rights of any third party;
- d) responding to requests for customer service; or
- e) protecting the rights, property or the personal safety of DeziNow, Inc., its visitors, users and members, including the general public.

DeziNow, Inc. herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by DeziNow, Inc. or any other content providers supplying content services to DeziNow, Inc.. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

You agree and acknowledge that any driving services for customers registered with DeziNow will be done through your contractual relationship with DeziNow and the DeziNow website or application. You must not contact the Customer directly for requests for services. You agree that any contact directly by the Customer for services will be reported to DeziNow immediately. Failure to report a Customer that contacts you directly for services is a material breach of this Agreement. You agree that driver services received outside of the DeziNow software and application is a breach of this agreement and you hereby waive any rights and protections provided by this agreement and you waive any rights or remedies you have against DeziNow under this agreement or under applicable law. Violation of the agreement and contacting with the Customers directly for services may lead to:

- a) Suspension or termination of your account and future service requests;
- b) Pursuing remedy , including but not limited to, lost profits, costs, expenses, and any fees necessary to enforce this provision in a court of law and recovering any damages related to each incident;

Driver payments

DeziNow is a referral service platform where customers may request for drivers, and where drivers may find customers requesting their services for a set price. You agree and accept that DeziNow will collect all fees and payments for the services requested by the customer and then pass the payments onto the drivers after taking out a certain percentage of the payment as part of the referral fee charged by DeziNow. You agree that DeziNow shall:

- a) Send you requests from Customers for drive requests.

- b) Automatically and immediately bill and collect for any services provided via the billing options chosen on the DeziNow website or app right after the services or attempt of the service has been performed.
- c) Bill the Customer a pickup fee for the amount spent by the driver to get to the customer requesting a driver. However, you agree and acknowledge that DeziNow does not guarantee that the full amount you spend getting to the customer will be collected for the pickup fee.
- d) Not be responsible for any parking fees or tolls or tickets acquired during the requested driver service. You will be responsible for paying all fees and payments associated, such as, but not limited to, tolls and parking fees you incur while driving. Tolls and parking (if required should be asked for from the Customer. Customer has agreed to pay for any and all fees and payments required with driving the vehicle to the designated location.)
- e) Not be responsible for costs or fees incurred for the driver to get to the customer locations. Customer will be responsible and charged for fees and payments incurred and associated with the driver going to customer location such as, but not limited to, the pick up fee. DeziNow will pass on those fees to the Driver.
- f) Pay to the driver based on the amount charged to the customer minus the DeziNow percentage, on a weekly basis.
- g) Collect from customer a minimum fee and/or pickup fee if the customer is a “no show” and you have waited at least 15 minutes at the pick up location and made an effort to locate the customer. The pickup fee will be given to the driver if the customer is a “no show” after 15 minutes.
- h) Not charge the customer any fees or a minimum charge if the driver cancels the pickup. Driver will not receive any compensation if the driver cancels the pick up at any point in time.
- i) Have the right to alter the service and pickup fees at any time, without prior notice to you, for referrals through the DeziNow services.
- j) Charge for all services in U.S. Dollars.

Your total compensation will be the amount charged to the customer minus a DeziNow service fee and 20% of the calculated bill after the service has been performed or canceled by the customer. The driver's compensation shall be provided to the Driver in the manner of a check or direct deposit. The check and direct deposit can take up to 14 business days after the date that DeziNow receives the amount from the customer.

You acknowledge and agree that DeziNow may alter the rate of compensation and rates charged to the customers without any prior notice to you and to any future referrals under this Agreement. DeziNow at its sole discretion reserves the complete right to withhold or refuse payment to any Driver in partial or in full and may do so for any reason and at any time. DeziNow reserves the right to withhold all or any part of the compensation owed to the Driver for prior services performed as liquidated damages for the purposes of defraying DeziNow's expenses and lost business incident for any incidence where the Driver to follow through and complete the services of the referral service after accepting the referral. The withholding of compensation from the Driver is in addition to, and not in lieu of, DeziNow's other rights and remedies hereunder or under applicable law.

PROMOTIONS/REFERRALS/CREDITS/REWARDS

DeziNow, in its sole discretion, expressly reserves the right to immediately modify, suspend or terminate any promotions, credits, referral credits, or rewards given. Referral codes given to Drivers may be used by the Drivers specified by DeziNow and not utilized for other purposes other than the intended purpose without the expressed written permission of DeziNow.

DeziNow may utilize and inform Drivers of promotions and rewards via email, text, or other forms of communications. The promotional codes and rewards programs may not be used except as intended.

DeziNow is not required to give you any prior notice of modification, suspension, or termination of the promotions, credits, or rewards given by DeziNow.

CANCELLATIONS

You acknowledge and agree that any requests for driver services cancelled by the Customer within 2 minutes after acceptance of the request will not be charged a minimum cancellation fee and not charged any pickup fees that may be incurred by the Driver. You acknowledge and agree that cancellations must be done via the app and that any cancellations by the driver will not incur any charges for the Customer regardless of the time that has passed. You acknowledge and agree that cancellation of a Driver request after accepting the request may lead to lower rating and impact future promotional statuses at DeziNow which may lead to a lower rate of requests. Inability to cancel request due to application issues must be addressed by contacting us directly via the customer@dezinow.com email address within 24 hours after the ride request has been made.

LIABILITY/INSURANCE

You are required to maintain and carry proof of your respective state's minimum required motor vehicle insurance coverage which covers you as the driver for any vehicles you may drive. You agree to provide a copy of your driver's license and proof of insurance to DeziNow prior to receiving referrals. You agree and acknowledge that due to the inherent risks associated with driving a vehicle, accidents may occur and that there are risks of incidents occurring. Your insurance must cover the vehicle that is to be used for the driver services.

You agree to provide proof of insurance to the customer prior to providing services. You agree to contact DeziNow immediately and cease any and all services through DeziNow if there is an issue with your insurance coverage such as, but not limited to, cancellation of the policy, lapse in coverage, or failure to purchase automobile insurance.

You acknowledge and agree that DeziNow is a referral service only and are not responsible for ensuring that the customer has all the necessary paperwork and documents such as, but not limited to, proof of

insurance and current registration. You agree that you will be responsible for visually inspecting the Customer's current insurance and registration for the vehicle.

You acknowledge and agree that you are responsible for inspecting the Customer's vehicle for any scratches, dents, or any preexisting damages prior to beginning the trip. You agree to make a written record prior to the trip and bring to the Customer's attention and provide a copy to the Customer before starting the trip.

DeziNow has general liability and automobile insurance which may be implemented in case of an accident caused by the driver referred by the DeziNow services. For any claims under the DeziNow coverage, requests must be submitted, along with an incident report and a police report within 7 days after the accident. The police report must indicate that the driver referred by DeziNow was at fault.

You agree and acknowledge that not all incidents will be covered under the insurance carried by DeziNow and that you or the Customer may be personally held liable for damages and restitutions that the insurance does not cover.

Customer has the right refuse services if you cannot show proof of current insurance coverage which will not incur any fees nor a minimum charge for the ride request. Any trips without proof of insurance is a breach of this agreement.

Independent Contractor Drivers

You acknowledge and agree that you and all Drivers on the DeziNow website and application are independent contractors and are not employees of DeziNow. DeziNow is only a referral service that connects customers requesting drivers with independent contractors who wish to provide those services. You agree that this agreement and relationship does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between you (the driver) and DeziNow.

You acknowledge that any agreements made with other parties outside this agreement are not authorized by DeziNow and are not enforceable. The driver is contractually bound not to represent themselves as an agent or legal representative of DeziNow and shall not be construed as ever doing so. You agree that you shall not represent yourself as an agent or legal representative of DeziNow and you are not authorized to enter into or commit DeziNow to any agreements.

You acknowledge that as a Independent contractor, you are not entitled to participate in any of the Company's benefits, including but not limited to health or retirement plans, reimbursements, or other benefits outside this Agreement.

You acknowledge and agree that as an independent contractor, you are responsible for all taxes and withholdings associated with services rendered and may be compensated for. DeziNow will not be liable for any taxes, workman's compensation, unemployment insurance and taxes, employer's liability,

employer's FICA, social security, withholding tax, or other taxes for or on behalf of you or anyone else performing services under this agreement.

DeziNow may change, suspend, or discontinue any feature, services, or aspect of the services available at DeziNow at any time. DeziNow may add, remove, or modify any content of DeziNow.com or application, including that of third parties, at any time.

CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content.

Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resourcecenter/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

- a) are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
- c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and d) agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

DeziNow, Inc. shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for DeziNow, Inc. the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

- a) The content submitted or made available for inclusion on the publicly accessible areas of DeziNow, Inc.'s sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This

license shall be available so long as you are a member of DeziNow, Inc.'s sites, and shall terminate at such time when you elect to discontinue your membership.

b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of DeziNow, Inc.'s sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of DeziNow, Inc.'s sites and shall terminate at such time when you elect to discontinue your membership.

c) For any other content submitted or made available for inclusion on the publicly accessible areas of DeziNow, Inc.'s sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of DeziNow, Inc.'s sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members.

CONTRIBUTIONS TO COMPANY WEBSITE

DeziNow, Inc. provides an area for our users and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

- a) your contributions do not contain any type of confidential or proprietary information;
- b) DeziNow shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- c) DeziNow shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- d) the contributor's Contributions shall automatically become the sole property of DeziNow; and
- e) DeziNow is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

INDEMNITY

All users and/or members herein agree to insure and hold DeziNow, Inc., our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of DeziNow Services or your connection with these

Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to DeziNow's sites.

USE AND STORAGE GENERAL PRACTICES

You herein acknowledge that DeziNow, Inc. may set up any such practices and/or limits regarding the use of our Services, without limitation of the maximum number of days that any email, message posting or any other uploaded content shall be retained by DeziNow, Inc., nor the maximum number of email messages that may be sent and/or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an account on our Service, the maximum disk space allowable that shall be allocated on DeziNow, Inc.'s servers on the member's behalf, and/or the maximum number of times and/or duration that any member may access our Services in a given period of time. In addition, you also agree that DeziNow, Inc. has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services. You also herein acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, DeziNow, Inc. shall reserve the right to modify, alter and/or update these general practices and limits at our discretion.

MODIFICATIONS

DeziNow, Inc. shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

TERMINATION

As a member of www.DeziNow.com, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to account@dezinow.com.

As a member, you agree that DeziNow, Inc. may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

a) any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;

- b) by way of requests from law enforcement or any other governmental agencies;
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;
- e) any extended periods of inactivity;
- f) any engagement by you in any fraudulent or illegal activities; and/or
- g) the nonpayment of any associated fees that may be owed by you in connection with your www.DeziNow.com account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with www.DeziNow.com shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered within www.DeziNow.com;
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- c) the barring of any further use of all or part of our Services.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that DeziNow, Inc. shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

LINKS

Either DeziNow, Inc. or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that DeziNow, Inc. shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

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YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

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b) DEZINOW, INC. AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) DEZINOW, INC. SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) DEZINOW, INC. SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERRORFREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE DEZINOW, INC. SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF DEZINOW, INC. SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS

SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM DEZINOW, INC. OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT DEZINOW, INC. AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

RELEASE

In the event you have a dispute, you agree to release DeziNow, Inc. (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS

Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, investments or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, for this particular type of information, the phrase "Let the investor beware" is appropriate. DeziNow, Inc.'s content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. DeziNow, Inc. and our licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services, and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

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THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

NOTICE

DeziNow, Inc. may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

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DeziNow, Inc. will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, DeziNow, Inc. may disable and/or terminate the accounts of any user who violates our TOS and/or infringes the rights of

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- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The DeziNow, Inc. Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address: DeziNow, Inc. Attn: Copyright Agent 1255 Treat Blvd Suite 300 Walnut Creek, California 94597

Telephone: 415-735-7008 Fax: 415-735-7008 Email: customer@dezinow.com

CLOSED CAPTIONING

BE IT KNOWN, that DeziNow, Inc. complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at www.DeziNow.com.

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and DeziNow, Inc. and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to DeziNow, Inc. Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other DeziNow, Inc. Services, affiliate Services, third-party content or third-party software. You affirm that you are of sound mind and body to enter this agreement and are able to understand it. You hereby waive any defense to the enforceability of its terms and conditions.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and DeziNow, Inc. with regard to the TOS that the relationship between the parties shall be governed by the laws of the state of California without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and DeziNow, Inc., shall be filed within the courts having jurisdiction within the County of Contra Costa, California or the U.S. District Court located in said state. You and DeziNow, Inc. agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

WAIVER AND SEVERABILITY OF TERMS

At any time, should DeziNow, Inc. fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within 1 year(s) after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this TOS to DeziNow, Inc. as follows:

Mailing Address: DeziNow, Inc. 1255 Treat Blvd Suite 300 Walnut Creek, California 94597 Telephone: 415-735-7008 Fax: 415-735-7008 Email: customer@dezinow.com