

LiuMeiTALK- TERMS OF SERVICE

Updated: 11/16/2015

Welcome to LiuMeiTALK!

This End User License Agreement and Terms of Service (the “**Terms**”) is a binding contract between you, an individual user (“**you**”) and Live365, Inc. d/b/a LiuMeiTALK (“**LiuMeiTALK**”, “**us**” or “**we**”) governing your use of the LiuMeiTALK website located at www.liumeitalk.com (the “**Website**”), LiuMeiTALK Desktop Application (the “**LiuMeiTALK Manager**”), LiuMeiTALK listener mobile application (the “**LiuMeiTALK App**”), and the LiuMeiTALK recorder application (the “**LiuMeiTALK Studio App**”) (the Website, the LiuMeiTALK Manager, the LiuMeiTALK App, and the LiuMeiTALK Studio App are, collectively, the “**Service**”). **BY INSTALLING OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE.**

To have a copy of the Terms and the LiMeiTALK Privacy Policy sent to you, contact LiuMeiTALK at legal@liumeitalk.com

1. **Summary of Material Terms.** As provided in greater detail in the Terms (and without limiting the express language of the Terms), you acknowledge the following:

- a. the Service is licensed, not sold to you, and that you may use the Service only as set forth in the Terms;
- b. the use of the Service may be subject to separate third party terms of service and fees, including, without limitation, your mobile network operator’s (the “**Carrier**”) terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- c. you consent to the collection, use, and disclosure of your personally identifiable information in accordance with the LiuMeiTALK Privacy Policy <http://www.liumeitalk.com/PrivacyPolicy.pdf> (the “**Privacy Policy**”), including with respect to the collection of location information;
- d. the Service provided “as is” without warranties of any kind and LiuMeiTALK’s liability to you is limited;
- e. disputes arising hereunder will be resolved by binding arbitration. **By accepting the Terms, as provided in greater detail in Section 19 of the Terms, you and LiuMeiTALK are each waiving the right to a trial by jury or to participate in a class action;**
- f. the Service may require access to the following services on your mobile device: location, camera, microphone, and Facebook.

g. if you are using the Service on an iOS-based device, you agree to and acknowledge the “Notice Regarding Apple,” below.

2. **General.**

a. The Service permits Content Providers (each a “**Content Provider**” and, collectively, “**Content Providers**”) to record and edit an audio content, store it on their mobile smartphone and tablet, and upload their content to a selected station (“**Station**”) created by registered station operators (each a “**Station Operator**” and, collectively, “**Station Operators**”), and make it available to the listeners (each a “**Listener**” and, collectively, “**Listeners**”). Content Providers, Station Operators, and Listeners are collectively “**Users**.” The Service includes a Website, a LiuMeiTALK Manager desktop application, a LiuMeiTALK App for listeners, and a LiuMeiTALK Studio App for audio recording and editing service. We further describe our Service on our Website.

b. Acceptance of Privacy Policy. Your use of the Service is subject to the Privacy Policy, which is available at <http://www.liumeitalk.com/PrivacyPolicy.pdf> and is hereby incorporated by reference into the Terms. By using the Service you agree that you have read, understood, and agree to the data collection, use, and disclosure provisions set forth in the Privacy Policy.

c. Third Party Fees. Your use of the Service may incur third party fees, such as fees charged by your Carrier for data usage, and may be subject to third party terms, such as your Carrier’s terms of service, and you agree to pay all such fees and abide by all such terms. You acknowledge and agree that you are solely responsible for all such fees incurred by you for use of the Service.

d. Service Security. You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you, as well as the termination of your privilege to use the Service, at LiuMeiTALK’s sole discretion. LiuMeiTALK reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations, including, but not limited to, the disclosure of any or all of your activities on or related to the Service.

e. Changes to the Terms. The Service is owned and operated by LiuMeiTALK. LiuMeiTALK reserves the right to revise the Terms in its sole discretion at any time and without prior notice to you other than by posting the revised Terms within the Service. Revisions to the LiuMeiTALK are effective upon posting. The Terms will be identified as of the most recent date of revision. Your continued use of the Service after a revised version of the Terms has been posted by LiuMeiTALK constitutes your binding acceptance of such revised Terms. Notwithstanding the preceding sentences of this Section 2.e, no revisions to the Terms will apply to any dispute between you and LiuMeiTALK that arose prior to the effective date of such revision.

f. Eligibility. If you are using or opening an account on the Service on behalf of a company, entity, School or organization (each a “**Subscribing Entity**”), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to

bind such entity to the Terms and (ii) agree to be bound by the Terms on behalf of such Subscribing Entity.

g. Children. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY LIUMEITALK.

h. Evolving Nature of Service. The Service is continually evolving and changes to the Service may be made at any time. If you don't like the Service or in any way disagree with the Terms, we hope you will let us know and give us constructive feedback. Please feel free to e-mail us at any time at feedback@liumeitalk.com.

3. Scope of License to Users.

a. License Grant to You. The Service is licensed, not sold, to you for use only under the Terms. Subject to your complete and ongoing compliance with the terms and conditions of the Terms, LiuMeiTALK hereby grants you a personal, limited, revocable, non-transferable license to use the Service on compatible, authorized devices that you own or control.

b. License Limitations. You may not modify, alter, reproduce, or distribute the Service. You may not directly rent, lease, lend, sell, redistribute or sublicense the Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any portion of the Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or the terms of any External Service (as defined below)), nor attempt to disable or circumvent any security or other technological measure designed to protect the Service or any content available through the Service. If you breach these license restrictions, or otherwise exceed the scope of the licenses granted in the Terms, then you may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights, and loss of access to the Service.

c. Applicability to Updates. The Terms will govern any updates provided to you by LiuMeiTALK that replace and/or supplement the Service, unless such upgrade is accompanied by a separate license or revised Terms, in which case the terms of that license or revised Terms will govern.

4. Registration and Eligibility.

a. Access. Access to the Service is only available to registered Users. If you do not agree to register and accept the Terms, then you are not permitted to use the Service.

b. Log-In Credentials. You may have the option to register for the Service by connecting to your Facebook account, or by selecting a username and password. Regardless of the means of registration, you will be required to provide us with your e-mail address. Your e-mail address and any other information you choose to provide about yourself will be treated in accordance with our Privacy Policy, but please be aware that if you are a Content Provider and you upload your Content to a Station, we will provide your e-mail address to the applicable Station Operator. You are solely responsible for maintaining the confidentiality and security of your username and password, and you

will remain responsible for all use of your username and password, and all activity emanating from your account on the Service (your “**Account**”), whether or not such activity was authorized by you.

c. **Theft of Log-In Credentials.** If your username or password are lost or stolen, or if you believe that unauthorized third parties have accessed your Account, you should notify LiuMeiTALK immediately via e-mail to support@liumeitalk.com, and should change your password at the earliest possible opportunity. LiuMeiTALK will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying LiuMeiTALK of such unauthorized use or loss of your credentials.

d. **Public Availability of Username and Profile Picture.** You understand that your username, and your profile picture, should you choose to submit one, might be publicly available. You should think carefully before using the Service and selecting a username and profile picture if you are concerned about your privacy or anonymity.

e. **Accuracy of Information; Rejection of Registered Names.** We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of the Terms, or an infringement or violation of the rights of any third party, or of any applicable laws or regulations, including, but not limited to, trademark rights, copyrights, or the rights of privacy or publicity. You agree to provide true, accurate, current, and complete information about yourself as requested in any registration forms required by LiuMeiTALK. You also agree to update the information about yourself promptly, and as necessary, to keep it current and accurate. If messages sent to an e-mail address provided by you are returned as undeliverable, LiuMeiTALK reserves the right to terminate your Account immediately with or without notice to you and without any liability to you or any third party.

5. **Content You Submit; License Grants From You.**

a. **You Own the Content You Submit.** Any and all audio, including sound recordings, musical works, and other content, data or information (collectively, “**Content**”) that you submit, store, and upload, or make available to or via the Service is generated and own solely by you, and not by LiuMeiTALK. You hereby expressly acknowledge and agree that you own any Content you submit and that such Content, including any fees, royalties, payments, credits or other obligations associated therewith, remains your sole responsibility.

b. **License Grants to LiuMeiTALK.**

i. Notwithstanding Section 5.a, by uploading, storing, and/or submitting your Content to the Service, and in consideration of the opportunity to have your Content exposed to and consumed by other Users, such as Station Operators, you hereby grant to LiuMeiTALK (and LiuMeiTALK’s assignees, designees, successors, licensees, and sub-licensees) an unrestricted, assignable, sublicensable, revocable, royalty-free license throughout the world and during the term of the Terms to reproduce, distribute, publicly display, transmit, communicate to the public, create derivative works from, and otherwise use and exploit (collectively, “**Use**”) all Content you upload to

or through the Service, on an item-by-item basis, through any media and formats now known or hereafter developed, for the purposes of: (i) transmitting or distributing your Content; (ii) sharing information about your Content with Station Operators for any Use or purpose selected by LiuMeiTALK and permitted in the Terms; and (iii) advertising, marketing, and promoting LiuMeiTALK, the Service, and the availability of your Content on and through the Service.

ii. License for Name, Image, Voice, and Likeness. You further grant LiuMeiTALK a royalty free license to Use your name, image, voice, and likeness made available by or on your behalf through the Service in conjunction with advertising, marketing, or promoting you, your Content, Station, LiuMeiTALK or the Service. The foregoing license in the immediately preceding sentence shall survive the termination of your Account with respect to any of your Content submitted or uploaded to the Service prior to such termination.

iii. License for Advertising. You further grant LiuMeiTALK the right to include Advertising (as defined below, whether audio, display, or audiovisual) in and around your Content uploaded to the Service, on a Station created by the Station Operator, subject to Section 6.b.

iv. License Grant to Station Operators. In addition to the grant of rights to LiuMeiTALK in Section 5.b, by uploading Content to a selected Station, through the Service, you hereby grant the Station Operator a non-exclusive, royalty-free, revocable, and transferable license to access, program, use, and combine your Content with any other material (collectively, “**Program**”) solely for the purposes of creating Stations on the Service and for Use on the Service as made available through any media, network, technology or format now known or hereafter created.

c. LiuMeiTALK Has No Obligation to Enforce Your Grant of Rights to Other Station Operators. LiuMeiTALK shall have no obligation to enforce any violations of your license grant to other Station Operators and you shall retain the right to enforce any rights that you may have against any Station Operator who violates the license you have granted to such other Station Operator pursuant to Section 5.b.iv. You are an intended third party beneficiary solely of any license grant by you to any Station Operator that uses any of your Content on a Station pursuant to the Terms.

d. Do Not Upload Content for Which You Lack the Necessary Rights. You must not upload, store, host, distribute, send, transmit, display, perform, make available or otherwise communicate to the public any Content to which you do not hold the necessary rights. In particular, **any unauthorized use of copyrighted material within your Content (including by way of reproduction, distribution, modification, adaptation, public display, public performance, preparation of derivative works, making available or otherwise communicating to the public via the Service) without full ownership and/or control, or written and valid permission to do so, may constitute an infringement of third party rights and is strictly prohibited.**

e. Representations and Warranties With Respect to Content You Upload. Except for materials provided to you by LiuMeiTALK through the Service, you represent, warrant, and covenant that (A) you either are the sole and exclusive owner of all of your Content that you submit to the Service, or you have all rights, licenses, consents, and releases that are necessary to grant to LiuMeiTALK the rights in your Content as contemplated under the Terms, and (B) neither the Content you submit to the Service nor your creation of, accessing, posting, submission or transmission of your

Content or LiuMeiTALK's Use of your Content (or any portion thereof) as permitted in the Terms will (1) infringe, misappropriate or violate the rights of any party or entity, including a third party's patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights, (2) constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including, without limitation, restrictions on obscenity, child pornography, wiretap laws or other similar restrictions on nonconsensual recording, or otherwise), or (3) require LiuMeiTALK to obtain any licenses from or make any payments in any amounts to any third party throughout the world.

f. Prohibition on Uploading Objectionable Content. You agree not to submit Content that: (i) is or could be interpreted to be infringing, defamatory, libelous, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, objectionable, hateful, or promotes discrimination, bigotry, racism, or hatred (collectively, "**Objectionable Content**"), as determined by LiuMeiTALK in its sole discretion; or (ii) introduces viruses, time-bombs, worms, cancel bots, Trojan Horses and/or other harmful or malicious code.

6. **Additional Terms Applicable to Station Operators.**

a. Programming a Station.

i. As a Station Operator you have the right to Program a Station with your Content, or the Content uploaded to your Station by the Content Providers. You exercise all discretion as to the Programming of your Station, excluding only limitations on advertising, promotions, and sponsorships, as further described in the Terms. Programming of your Station will be through your LiuMeiTALK Manager.

ii. As a Station Operator you control the Content available on your Station. At any time you may add and remove Content from your Station through the LiuMeiTALK Manager.

b. Advertising, Sponsorships and Endorsements – Control by LiuMeiTALK. You acknowledge and agree that LiuMeiTALK reserves the right to change our policies with respect to advertising, sponsorships and endorsements (collectively, "**Advertising**") at any time.

7. **Third Party Materials.**

a. You understand that by using the Service, you may encounter materials and other content from third parties, including other Users (collectively, "**Third Party Materials**"), that may be offensive, indecent, or objectionable, and which may or may not be identified as having explicit language or other material. Nevertheless, you agree to use the Service at your sole risk and that LiuMeiTALK shall not have any liability to you for any Content that may be found to be offensive, indecent, or that is inaccurate, incomplete, untimely, invalid, illegal, indecent, of poor quality or otherwise objectionable. You use the Service, and rely upon any Content accessible through the Service, at your sole risk.

8. **Third Party Websites, Applications and Services.**

a. The Service may provide you with access to third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, or products or services (collectively, “**External Services**”).

b. **No Control Over External Services.** LiuMeiTALK does not have or maintain any control over External Services, and is not and cannot be responsible for their content, operation or use. By linking or otherwise displaying information from or providing access to any External Services, LiuMeiTALK does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by such External Services.

c. **Terms of External Services.** External Services may have their own terms of use and/or privacy policy, and may have different practices and requirements to those operated by LiuMeiTALK with respect to the Service. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Services, which you use at your own risk. You are advised to make reasonable inquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any External Services.

d. **Disclaimer of Liability for External Services.** You are solely responsible for taking the precautions necessary to protect yourself from fraud when using External Services, and to protect your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any External Services. LiuMeiTALK disclaims any and all responsibility or liability for any harm resulting from your use of External Services, and you hereby irrevocably waive any claim against LiuMeiTALK with respect to the content or operation of any External Services.

9. **Your Use of the Service, and Content.** Your right to use the Service is expressly conditioned on the following:

a. You may access the Service solely as intended through the provided functionality of the Service and as permitted under the Terms.

b. Unless expressly permitted, you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Service without LiuMeiTALK’s prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without LiuMeiTALK’s express written consent:

i. altering, defacing, mutilating or otherwise bypassing any approved software through which the Service is made available; and

ii. using any trademarks, service marks, design marks, logos, photographs or other content belonging to LiuMeiTALK or obtained from the Service.

c. You agree not to bypass, circumvent, damage or otherwise interfere with any security or other features of the Service designed to control the manner in which the Service is used, or otherwise access or use the Service in a manner inconsistent with individual human usage.

d. You agree not to undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Service, including any Content available on or through the Service, or attempt to do any of the foregoing, except and solely to the extent permitted by the Terms, the authorized features of the Service, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by LiuMeiTALK.

e. You agree not to access, tamper with, or use non-public areas of the Service, LiuMeiTALK's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of LiuMeiTALK's providers.

f. You agree not to harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including LiuMeiTALK employees and other Users.

g. You agree not to provide any false personal information to LiuMeiTALK or any other User, or create a false identity or impersonate another person or entity in any way.

h. You agree not to solicit, or attempt to solicit, personal information from other Users.

i. You agree not to restrict, discourage or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about Users.

j. You agree not to use the Service, without LiuMeiTALK's express written consent, to communicate or facilitate any commercial advertisement or solicitation.

k. You agree not to gain unauthorized access to the Service, to other Users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service.

l. You agree not to post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.

m. You agree not to interfere with or disrupt the Service, or networks or servers connected to the Service, or violate the regulations, policies or procedures of such networks or servers.

n. You agree not to violate any applicable federal, state or local laws or regulations or the Terms.

o. You agree not to assist or permit any persons in engaging in any of the activities described above.

A breach of these restrictions may subject you to prosecution and damages, as well as liability for infringement of intellectual property rights.

10. **Third Party Software.** The software you download consists of a package of components, including certain third party software (“**Third Party Software**” and together with the Service, the “**Package**”) provided under separate license terms (the “**Third Party Terms**”), as described in more detail in Section 22. Your use of the Third Party Software in conjunction with the Service in a manner consistent with the Terms is permitted, however, you may have broader rights under the applicable Third Party Terms and nothing in the Terms is intended to impose further restrictions on your use of the Third Party Software.

11. **Consent to Use of Data.** You agree that LiuMeiTALK may collect and use technical data and related information, and other technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Service, and to anonymously track and report your activity inside of the Service, including for analytics purposes. Please see the Privacy Policy <http://www.liumeitalk.com/PrivacyPolicy.pdf> for more details regarding the information LiuMeiTALK collects, and how it uses and discloses that information.

12. **Ownership.** The Service, and the media and materials contained therein, including all intellectual property rights therein, is the sole and exclusive property of LiuMeiTALK and its licensors. Except for the limited licenses expressly granted to you under the Terms, no other rights, licenses, or immunities are granted or shall be deemed to be granted to you under the Terms, either expressly, or by implication, estoppel or otherwise.

13. **Feedback.** While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending LiuMeiTALK or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “**Feedback**”), then regardless of what your accompanying communication may say, the following terms shall apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to LiuMeiTALK, you agree that:

a. LiuMeiTALK has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;

b. Feedback is provided on a non-confidential basis, and LiuMeiTALK is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

c. You irrevocably grant LiuMeiTALK and its successors and assigns perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using,

selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

14. **Indemnity.** You agree to indemnify and hold LiuMeiTALK, and its officers, directors, employees, agents, successors, and assigns harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected to (a) your access, use, or misuse of the Service, or (b) your violation of the Terms. LiuMeiTALK will use reasonable efforts to notify you of any such claim, action or proceeding for which it seeks an indemnification from you upon becoming aware of it, but if LiuMeiTALK is unable to communicate with you in a timely manner because of an inactive e-mail address for you, your indemnification obligation will continue notwithstanding LiuMeiTALK's inability to contact you in a timely manner. You agree that LiuMeiTALK shall, at your expense, have sole control over any defense against any claim for which you are obligated to indemnify LiuMeiTALK pursuant to this Section 14; provided, however, that you shall at all times have the option to participate in any matter or litigation, including, but not limited to, participation through counsel of your own selection, if desired, at your own expense.

15. **No Warranty.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LIUMEITALK HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE AND ANY SERVICE CONTENT OFFERED BY LIUMEITALK, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LIUMEITALK DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR NOT INTERFERE WITH YOUR USE OR ENJOYMENT OF ANY OTHER PRODUCTS, GOODS OR SERVICES, INCLUDING APPLICATIONS ON ANY MOBILE DEVICE ON WHICH YOU HAVE INSTALLED THE LIUMEITALK APP, THE LIUMEITALK STUDIO APP, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LIUMEITALK OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY NOT EXPRESSLY PROVIDED FOR IN THE TERMS. SHOULD ALL OR ANY PORTION OF THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU, BUT IN SUCH A CASE THE FOREGOING SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

16. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LIUMEITALK OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF LIUMEITALK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

17. **Third Party Disputes.** LIUMEITALK IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR EXTERNAL SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, EXTERNAL SERVICE OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE LIUMEITALK (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

18. **Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements.**

a. **Respect of Third Party Rights.** LiuMeiTALK respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on or through the Service.

b. **Repeat Infringer Policy.** LiuMeiTALK's intellectual property policy is to (a) remove or disable access to material that LiuMeiTALK believes in good faith, upon notice from an intellectual property owner or their agent, is infringing the intellectual property of a third party by being made available through the Service, and (b) remove any Content uploaded to the Service by "repeat infringers." LiuMeiTALK considers a "repeat infringer" to be any User that has uploaded Content or Feedback to or through the Service and for whom LiuMeiTALK has received three (3) takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such Content or Feedback. LiuMeiTALK has discretion, however, to terminate the account of any User after receipt of a single notification of claimed infringement or upon LiuMeiTALK's own determination.

c. **Procedure for Reporting Claimed Infringement.** If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "**Notification of Claimed Infringement**" containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by LiuMeiTALK with the User alleged to have

infringed a right you own or control, and you hereby consent to LiuMeiTALK making such disclosure. Your communication must include substantially the following:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
- ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;
- iii. Identification of the specific 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 LiuMeiTALK to locate the material;
- iv. Information reasonably sufficient to permit LiuMeiTALK to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

d. Designated Agent Contact Information. LiuMeiTALK's designated agent for receipt of Notifications of Claimed Infringement (the "**Designated Agent**") can be contacted at:

Via E-mail: legal@liumeitalk.com

Via U.S. Mail: Live 365, Inc.
950 Tower Lane, Suite 1550
Foster City, California 94404

e. Counter Notification. If you receive a notification from LiuMeiTALK that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide LiuMeiTALK with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to LiuMeiTALK's Designated Agent:

- i. A physical or electronic signature of the subscriber;
- ii. 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;

iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which LiuMeiTALK may be found, and that the subscriber will accept service of process from the person who provided notification under Section 18.c above or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

f. Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to LiuMeiTALK in response to a Notification of Claimed Infringement, LiuMeiTALK will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that LiuMeiTALK will replace the removed Content or Feedback or cease disabling access to it in fourteen (14) business days.

g. False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [LiuMeiTALK] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

LiuMeiTALK reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

For the avoidance of doubt, only notices submitted under the Digital Millennium Copyright Act or the procedures set forth in this Section 18 should be sent to the Designated Agent at legal@liumeitalk.com or to the postal address of facsimile number identified above. Any other comments, compliments, complaints or suggestions about LiuMeiTALK, the Service or any other matter should be sent to legal@liumeitalk.com.

19. Dispute Resolution.

a. Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND LiuMeiTALK AND EACH OF OUR RESPECTIVE CORPORATE PARENTS,

SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration.

i. Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a “**Notice**”), or, in the absence of a mailing address provided by you to LiuMeiTALK, to you via any other method available to LiuMeiTALK, including via e-mail. The Notice to LiuMeiTALK should be addressed to LiuMeiTALK, c/o Live365, Inc., 950 Tower Lane, Suite 1550, Foster City, CA 94404, Attn: Legal (the “**Arbitration Notice Address**”). The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought (the “**Demand**”). If you and LiuMeiTALK do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or LiuMeiTALK may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE “**Rules**”), AS MODIFIED BY THIS AGREEMENT. The Rules and AAA forms are available online at www.adr.org. If you are required to pay a filing fee to commence an arbitration against LiuMeiTALK, then LiuMeiTALK will promptly reimburse you for your confirmed payment of the filing fee upon LiuMeiTALK’s receipt of Notice at the Arbitration Notice Address that you have commenced arbitration LiuMeiTALK along with a receipt evidencing payment of the filing fee, unless your Demand is equal to or greater than \$1,000 or was filed in bad faith, in which case you are solely responsible for the payment of the filing fee.

ii. Arbitration Proceeding. The arbitration will be conducted in the English language. A single independent and impartial arbitrator with his or her primary place of business in Santa Clara County, California, shall be appointed pursuant to the Rules, as modified herein. You and LiuMeiTALK agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (A) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (B) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (C) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

iii. No Class Actions. YOU AND LiuMeiTALK AGREE THAT YOU AND LiuMeiTALK MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE

PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION SHALL BE NULL AND VOID.

iv. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator shall issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator shall be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of California in conducting the arbitration. You acknowledge that these terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in these Terms.

b. Equitable Relief. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which LiuMeiTALK seeks equitable relief of any kind. You acknowledge that, in the event of a breach of the Terms by LiuMeiTALK or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against LiuMeiTALK, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in the Terms.

c. Claims. You and LiuMeiTALK agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to the Terms or the Service, excluding a claim for indemnification, must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

d. Improperly Filed Claims. All claims you bring against LiuMeiTALK must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section will be considered improperly filed. Should you file a claim contrary to this Dispute Resolution section, LiuMeiTALK may recover attorneys' fees and costs up to \$5,000, provided that LiuMeiTALK has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

e. Modifications. In the event that LiuMeiTALK makes any future change to the Mandatory Arbitration provision (other than a change to LiuMeiTALK's Arbitration Notice Address), you may reject any such change by sending us written notice within thirty (30) days of the change to LiuMeiTALK's Arbitration Notice Address, in which case your account with LiuMeiTALK and your license to use the Service shall terminate immediately, and this Dispute Resolution provision, as in effect immediately prior to the amendments you reject, shall survive the termination of the Terms.

20. **Governing Law; Choice of Forum.** The laws of the State of California, excluding its conflicts of law rules, govern the Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action shall be subject to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California, and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.

21. **Miscellaneous.**

a. **Entire Agreement.** The Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and LiuMeiTALK regarding your use of and access to the Service, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between you and Company with respect to your use of the Service. You acknowledge that no statements, representations, warranties or covenants have been made to you or upon which you have relied that are not set forth in the Terms.

b. **Amendment.** Except as expressly provided in the Terms, the Terms may be amended only by a written agreement signed by the party against whom such change is to be enforced.

c. **Waiver.** A provision of the Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. No failure or delay on the part of LiuMeiTALK in the exercise of any power or right under the Terms shall operate as a waiver thereof. No single or partial exercise of any right or power under the Terms shall operate as a waiver of such right or of any other right or power. The waiver by LiuMeiTALK of a breach of any provision of the Terms shall not operate or be construed as a waiver of any other or subsequent breach of the Terms.

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

e. **Assignment.** You may not assign the Terms or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law or otherwise, without the prior written consent of LiuMeiTALK. This means that in the event you dispose of any device on which you have installed the Service, such as by sale or gift, you are responsible for deleting the Service from your mobile device prior to such disposition. LiuMeiTALK may assign the Terms, including all its rights hereunder, without restriction.

f. **No Agency.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and LiuMeiTALK as a result of the Terms or use of the Service. You further acknowledge that by submitting your Content, no confidential, fiduciary, contractually implied or other relationship is created between you and LiuMeiTALK other than pursuant to the Terms .

g. Survival. The provisions of the Terms that are intended to survive the termination of the Terms by their nature will survive the termination of the Terms, including, but not limited to, Sections 2 (General), 5 (Content You Submit; License Grant from You), 7 (Third Party Materials), 8 (Third Party Websites, Applications and Services), 9 (Your Use of the Service, Content and Service Content), 10 (Third Party Software), 11 (Consent to Use of Data), 12 (Ownership), 13 (Feedback), 14 (Indemnity), 15 (No Warranty), 16 (Limitation of Liability), 17 (Third Party Disputes), 18 (Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements), 19 (Dispute Resolution), 20 (Governing Law; Choice of Forum), and 21 (Miscellaneous).

h. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

i. Headings. The heading references in the Terms are for convenience purposes only, do not constitute a part of the Terms, and shall not be deemed to limit or affect any of the provisions thereof.

j. Contacting LiuMeiTALK. You can contact LiuMeiTALK by e-mail at [legal@liumeitalk.com], or by U.S. Post at Live365, Inc., c/o Live365, Inc., 950 Tower Lane, Suite 1550, Foster City, CA 94404.

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