

TERMS OF USE

Last updated June 15, 2020

1. AGREEMENT TO TERMS

These Terms of Use ("Terms") constitute a legally binding agreement made between You, whether personally or on behalf of an entity ("You", "Your" or "Yourself") and Maurelius ("we," "us" or "our"), concerning Your access to and use of the Charla application, as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, "Charla", or "THE SITE"). You agree that by accessing Charla, You have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING CHARLA AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on Charla from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert You about any changes by updating the "Last updated" date of these Terms of Use, and You waive any right to receive specific notice of each such change. It is Your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by Your continued use of Charla after the date such revised Terms of Use are posted.

The information provided on Charla is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access Charla from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Charla is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for Charla.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, Charla is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on Charla (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the

“Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on Charla “AS IS” for Your information and personal use only. Except as expressly provided in these Terms of Use, no part of Charla and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that You are eligible to use Charla, You are granted a limited license to access and use Charla and to download or print a copy of any portion of the Content to which You have properly gained access solely for Your personal, non-commercial use. We reserve all rights not expressly granted to You in and to Charla, the Content and the Marks.

3. USER REPRESENTATIONS

By using Charla, You represent and warrant that: (1) You have the legal capacity and You agree to comply with these Terms of Use; (2) You are not a minor in the jurisdiction in which You reside; (3) You will not access Charla through automated or non-human means, whether through a bot, script, or otherwise; (4) You will not use Charla for any illegal or unauthorized purpose; and (5) Your use of Charla will not violate any applicable law or regulation.

If You provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate Your account and refuse any and all current or future use of Charla (or any portion thereof).

4. PROHIBITED ACTIVITIES

You may not access or use Charla for any purpose other than that for which we make Charla available. Charla may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of Charla, You agree not to:

1. Systematically retrieve data or other content from Charla to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Use for Emergency Services Prohibited. You will not attempt to use Charla to access or allow access to Emergency Services.
3. Make any unauthorized use of Charla, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

4. Circumvent, disable, or otherwise interfere with security-related features of Charla, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of Charla and/or the Content contained therein.
5. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
8. Interfere with, disrupt, or create an undue burden on Charla or the networks or services connected to Charla.
9. Use any information obtained from Charla in order to harass, abuse, or harm another person.
10. Use Charla as part of any effort to compete with us or otherwise use Charla and/or the Content for any revenue-generating endeavor or commercial enterprise.
11. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of Charla.
12. Attempt to bypass any measures of Charla designed to prevent or restrict access to Charla, or any portion of Charla.
13. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of Charla to You.
14. Delete the copyright or other proprietary rights notice from any Content.
15. Copy or adapt Charla software, including but not limited to JavaScript, Swift, Java, or other code.
16. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of Charla or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of Charla.
17. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
18. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses Charla, or using or launching any unauthorized script or other software.
19. Disparage, tarnish, or otherwise harm, in our opinion, us and/or Charla.
20. Use Charla in a manner inconsistent with any applicable laws or regulations.

5. MOBILE APPLICATION LICENSE

5.1 Use License

We grant You a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application, Charla, on wireless electronic devices owned or controlled by You, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with Your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail or text; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

5.2 Apple and Android Devices

The following terms apply when You use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access Charla: (1) the license granted to You for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, You may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) You represent and warrant that (i) You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) You are not listed

on any U.S. government list of prohibited or restricted parties; (5) You must comply with applicable third-party terms of agreement when using the mobile application, e.g., if You have a VoIP application, then You must not be in violation of their wireless data service agreement when using the mobile application; and (6) You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against You as a third-party beneficiary thereof.

8. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding Charla ("Submissions") provided by You to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to You. You hereby waive all moral rights to any such Submissions, and You hereby warrant that any such Submissions are original with You or that You have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in Your Submissions.

9. THIRD-PARTY WEBSITES AND CONTENT

Charla may contain (or You may be sent via Charla) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through Charla or any Third-Party Content posted on, available through, or installed from Charla, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If You decide to leave Charla and access the Third-Party Websites or to use or install any Third-Party Content, You do so at Your own risk, and You should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which You navigate from Charla or relating to any applications You use or install from Charla. Any purchases You make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between You and the applicable third party. You agree and acknowledge that we

do not endorse the products or services offered on Third-Party Websites and You shall hold us harmless from any harm caused by Your purchase of such products or services. Additionally, You shall hold us harmless from any losses sustained by You or harm caused to You relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

10. CHARLA MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

11. MOBILE CARRIER FEES

Your mobile carrier may impose fees when You use Charla to send text messages, MMS messages, or emails. Such carrier fees are subject to Your own engagement with Your mobile carrier and that carrier respective policies. It is Your responsibility to pay those charges, if imposed.

12. YOUR USE OF CHARLA MUST COMPLY WITH THE LAW

You agree to use Charla in accordance with all applicable guidelines, as well as all state and federal laws that Charla are subject to.

12.1. Representation that Communications with Your Contacts Comply with the Law

You represent and warrant that the owners of the phone numbers You initiate messages or broadcasts to through Charla have consented or otherwise opted-in to the receipt of such messages and broadcasts as required by any applicable law or regulation. You agree that You will include clear opt-out/unsubscribe information in Your messages or broadcasts when required to do so by any applicable law or regulation, and that You will otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if it is applicable to Your messages.

You further agree that any individuals requesting Do-Not-Call (“DNC”) status shall be immediately placed on Your DNC accounts list and You further agree that You will not initiate any further messages or broadcasts to any individuals after they request DNC status.

12.2. Agreement to Learn About and Comply with the Relevant Laws

You agree to familiarize Yourself with and abide by all applicable local, state, national, and international laws and regulations pertaining to Your use of Charla. You are solely responsible for all acts or omissions that occur under Your account, including, without limitation, the content of the messages and broadcasts that You create and initiate through Charla. The Telephone Consumer Protection Act (TCPA), Federal Trade Commission and Federal Communications Commission rules, the National DNC list registry rules, and various state laws, rules, and regulations place restrictions on certain types of phone calls and text messages. Without limiting the foregoing, You agree to familiarize Yourself with the legal requirements triggered by any messages, texts, emails, calls, broadcasts, and campaigns transmitted through Charla by visiting the following websites:

Federal Trade Commission, <https://www.ftc.gov>

Federal Communications Commission, <https://www.fcc.gov/>

National Do Not Call (DNC) Registry, <https://www.donotcall.gov>

Charla is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as a courtesy, and it is not intended to replace Your responsibility to familiarize Yourself with and abide by the legal requirements pertaining to Your texts, emails, messages, broadcasts, and campaigns prior to using Charla. You are ultimately responsible to make Your own informed decisions regarding Your texts, emails, messages, broadcasts, and campaigns.

12.3. Prohibited Uses of Charla

You accept that Charla is provided for professional use only, and You agree that Your use of Charla shall not include:

1. Sending unsolicited marketing messages or broadcasts (i.e., spam);
2. Sending any prohibited calls to life-line services, such as hospitals, fire, police, 911, or utility- related telephone numbers;
3. Using strings of numbers, as it is unlawful to engage two or more lines of a multi-line business;
4. Harvesting, or otherwise collecting, information about others without their consent;
5. Misleading others as to the identity of the sender of Your messages or broadcasts by creating a false identity, impersonating the identity of someone/something else, or by providing contact details that do not belong to You;

6. Transmitting, associating, or publishing any unlawful, racist, harassing, defamatory, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic, or otherwise objectionable material of any kind;
7. Transmitting any material that may infringe upon the intellectual property rights of third parties, including trademarks, copyrights, and right of publicity;
8. Transmitting any material that contains viruses, trojan horses, worms, time bombs, cancel-bots, or any other harmful or deleterious programs;
9. Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies, or procedures of such networks;
10. Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies, or procedures of such networks;
11. Interfering with another's use and enjoyment of Charla;
12. Engaging in any other activity that Charla believes could subject it to criminal or civil liability.

Charla will not be liable for any misuse of the Services by You. Charla is not responsible for the views and opinions contained in any of Your messages or broadcasts. You further agree that Charla is, under no circumstances, responsible for the contents and/or accuracy of Your messages or broadcasts and that Charla will only transmit them on a basis of good faith that You use Charla in accordance with this Agreement.

13. SERVICE INTERRUPTIONS LIABILITY

Over sending messages, or being marked as spam but the recipient, may cause your Apple, cellular carrier, and email accounts to be suspended, blocked, banned, or permanently closed. Charla will not be liable for any service interruptions caused as a result of using Charla. Use Charla at Your own risk.

15. PRIVACY POLICY

We care about data privacy and security. By using Charla, You agree to be bound by our Privacy Policy posted on the Our website, which is incorporated into these Terms of Use. Please be advised Charla is hosted in the United States. If You access Charla from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through Your continued use of Charla, You are transferring Your data to the United States, and You expressly consent to have Your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to

us without the requisite and verifiable parental consent, we will delete that information from Charla as quickly as is reasonably practical.

16. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while You use Charla. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend Your account for any reason, You are prohibited from registering and creating a new account under Your name, a fake or borrowed name, or the name of any third party, even if You may be acting on behalf of the third party. In addition to terminating or suspending Your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

17. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of Charla at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on Charla, or our Site. We also reserve the right to modify or discontinue all or part of Charla without notice at any time. We will not be liable to You or any third party for any modification, price change, suspension, or discontinuance of Charla.

We cannot guarantee Charla will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to Charla, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify Charla at any time or for any reason without notice to You. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by Your inability to access or use Charla during any downtime or discontinuance of Charla. Nothing in these Terms of Use will be construed to obligate us to maintain and support Charla or to supply any corrections, updates, or releases in connection therewith.

18. GOVERNING LAW

These Terms of Use and Your use of Charla are governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be entirely performed within the the State of Florida, without regard to its conflict of law principles.

19. DISPUTE RESOLUTION

19.1 Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either You or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

19.2 Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and Your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in the country of Israel. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in the country of Israel, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods

and the the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to Charla be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

19.3 Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

19.4 Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

20. CORRECTIONS

There may be information on Charla that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on Charla at any time, without prior notice.

21. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF CHARLA WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE

DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

22. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

23. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of Charla; (2) breach of these Terms of Use; (3) any breach of Your representations and warranties set forth in these Terms of Use; (4) Your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of Charla with whom You connected via Charla. Notwithstanding the foregoing, we reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify us, and You agree to cooperate, at Your expense, with our defense of such claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

24. USER DATA

We will maintain certain data that You transmit to Charla for the purpose of managing the performance of Charla, as well as data relating to Your use of Charla. Although we perform regular routine backups of data, You are solely responsible for all data that You transmit or that relates to any activity You have undertaken using Charla. You agree that we shall have no liability to You for any loss or corruption of any such data, and You hereby waive any right of action against us arising from any such loss or corruption of such data.

25. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting Our website, using Our mobile app, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and You agree that all agreements, notices, disclosures, and other communications we provide to You electronically, via email and on Charla, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

26. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, You can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

27. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on Charla or in respect to Charla constitute the entire agreement and understanding between You and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between You and us as a result of these Terms of Use or use of Charla. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses You may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

28. CONTACT US

In order to resolve a complaint regarding Charla or to receive further information regarding use of Charla, please contact us at:

Matthew Gunton, me@maurelius.com