

## TERMS & CONDITIONS

### EXCLUSION OF LIABILITY

#### TERMS AND CONDITIONS OF THE SERVICE

These are the Terms and Conditions that govern your use of this Service and the agreement that operates between "you" and "the Company," as defined herein.

These Terms and Conditions set forth the rights and obligations of all users with respect to the use of this "Service".

#### I. DISCLAIMER OF LIABILITY

This website is owned and operated by PEGASO token, (the "Company"), a limited liability company. These Terms and Conditions (the "Terms"), as well as copies of the Website, may from time to time refer to PEGASO token, its affiliates, principals, members, agents

and/or assigns, using terms such as " we", "us", or the possessive form, "our", to refer to the Company. The Company offers a website, including all information contained herein, (hereinafter the "Service") on the condition that "your" (defined as the user, the purchaser or other actor accessing this Web site) agrees to these Terms and Conditions in their entirety.

By accessing or using the Service you agree to be bound by these Terms and Conditions. If you do not agree with any part of these Terms and Conditions, you may not access the Service.

The Company disclaims all liability, of whatever form or nature, any action you may take on or through the Service. This includes but is not limited to to the purchase, sale, exchange, use or possession of PEGASO tokens (the "Coin"). By taking any

action using this website in any manner, you forever waive any claim, cause of action or other claim of any kind, with respect to damages of any kind, including but not limited to economic loss.

to search this website you forever waive any claim, cause of action or other demand of any kind concerning the

type with respect to the integrity, functionality, proper functioning or durability of the computer code that

PEGASO token. The Company hereby disclaims any and all liability arising from any Company hereby disclaims any and all liability arising out of any error, flaw, bug or defect in the subject code. The

Company hereby disclaims any and all

related to any malfunction in any network on which the coin operates or is transferred and has no control over decisions or actions of third parties that may or may not interact with, facilitate responsibilities for or otherwise support the coin . The Company disclaims any and

any liability inherent in any malicious activity that compromises the code or results in the the loss or destruction of the coin, or that otherwise harms the user in any way.

#### II. PRIVACY

The Service is for informational purposes only. There is no means or mechanism to provide us with personal information of any kind or to create an account with us. To the extent

extent you contact us or submit information to us in any manner, such information will be kept

confidential and will not be any, rented or otherwise provided to any third party. The Company, however, offers no promise to act on any request or information that you information send to us, as there is no central office, customer support or other means of communicating with us regarding any problems you may encounter with the Service or Currency.

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ONLY

FOR ENTERTAINMENT PURPOSES ONLY PEGASO token exists for entertainment purposes only. The Company makes no warranty

or guarantee of any kind that the coin will continue to exist, or that it will be maintained or guaranteed at any time in the future. You should be aware that anything of value that you you choose to spend, pledge, exchange or otherwise sell or trade to acquire the Currency may be lost in

its entirety. The Company does not offer the currency as a "securities offering," private placement

or other form of investment. You should not purchase or otherwise interact with the currency if you have

expectations of profit from it. You are hereby notified that there is no management, sales, marketing or other team within the Company on whose efforts you may rely

in any way with respect to the coin or its present or future success.

You should consult your financial advisor(s) before engaging in any activity through the service, or in connection with the coin, and you assume all risk of loss or damage that may

occur as a result of your choices or decisions to interact with the coin in any way. The Company has no control over, nor does it make any representations or warranties, that either

the Company or any third party exchange or service, centralized or decentralized, wherever located in the world, will support or continue to support the coin, create a market in the

currency or otherwise support the transferability or marketability of the currency .

The Company does not control the accumulation or distribution of currency by any person or party other than coins that it may or may not hold at any given time. You are encouraged to be very

familiar with how to track or evaluate your own transactions in Currency, using Publicly available tools such as <https://bscscan.com/> or otherwise before interacting with the coin. You should

be aware that large transactions in currency may adversely affect the currency, economically or otherwise.

otherwise. We encourage you not to use the Service, or purchase or interact with the coin in any

way, if you do not have an advanced and sophisticated understanding of "cryptocurrency" as it is known by any name, including but not limited to "virtual currency ", "tokens" or "coins."

IV. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS

The Service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted by applicable law, the

Company, on its own behalf and on behalf of any of its affiliates and/or their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to

the

otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-warranty, and warranties that might arise from course of dealing, performance, usage or trade practice. Without limiting the foregoing above, the Company makes no warranty or commitment and guarantees in

any way that the service will meet your requirements, achieve the expected results, be compatible or will work with any other software, application, system or service, will operate without

problems, any performance or reliability standards, or any errors or defects can be corrected.

or defects can be corrected.

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Without limiting the foregoing, neither the Company nor any of the Company's suppliers makes any

representations or warranties of any kind, express or implied: (i) as to the operation or availability of the

availability of the Service, or the information, content and materials or products

(i) as to the operation or availability of the Service, or the information, content and materials or products thereon; (ii)

that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability or currency of any information

or

reliability or currency of any information or content provided through the Service; or (iv) that

the Service, its servers, content, or e-mails sent by or on behalf of Company are free from

(iv) that the Service, its servers, content, or e-mails sent by or on behalf of Company are free of viruses, scripts, Troj

an horses, worms, malware, time bombs, or other harmful components.

The Service may contain links to third party websites or services that are not owned or controlled by Company.

controlled by Company. Company has no control over, and assumes no responsibility for, the content

the content, privacy policies, or practices of any third party web sites, companies, or services.

third party services . You further acknowledge and agree that the Company shall not be responsible or

responsible, directly or indirectly, for any damage or loss caused or occasioned by or in connection with the use of or reliance on any such content, goods or services available on or through such websites or services. Please read the terms and

terms and conditions and privacy policies of any third party website or service that you visit.

To the fullest extent permitted by applicable law, in no event will the Company or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information , for

interruption of business, personal injury, loss of privacy arising out of or in any way related to

the use or inability to use the Service, third party software and/or third party hardware used with the Service, or otherwise in connection

with the Service, or otherwise in accordance with these Terms), even if the company or any supplier has been advised of the possibility of such damages and even if the

remedy does not achieve its essential purpose.

Some jurisdictions do not allow the exclusion of certain types of warranties or rights on a user's legal enforceability, some or all of the above exclusions and exclusions may not

not be enforceable against you, in which case the exclusions and provisions of this section will apply to the fullest extent

applicable under the applicable law.

apply to the fullest extent applicable under applicable law.

#### V. APPLICABLE LAW/PERMITTED USERS

The laws of the state shall govern these Terms and

Terms. You are solely responsible for complying with the laws of any other country that by responding to the Service, you represent and warrant that (i) you are not located in a country that is subject to a

government embargo, or (ii) you are not located in a country that is subject to a government embargo.

you are not located in a country that is subject to a government embargo, or that has been designated by its government as a "terrorist supporting" country

and (ii) you are not listed on any government list of prohibited parties or subject to modification. You hereby represent and warrant that you are not employed by or hold

any position

with any governmental entity. You further represent that you are over 18 years of age. The Company does not permit anyone under the age of 18 to use the Service.

#### VI. DISPUTE RESOLUTION

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Without prejudice to these terms and conditions, the

user and Company agree that any dispute that cannot be resolved amicably shall be submitted to binding arbitration i

n lieu of an action in any court of law.

submitted to binding arbitration in lieu of an action in any court. The arbitration of any dispute or submitter will be conducted in accordance with the rules of the government

. This arbitration provision shall be interpreted and

applied in accordance with the Federal Arbitration Act and the Federal Arbitration Act. A arbitrator may not render an

order in excess of or contrary to the provisions of these Terms and Conditions, OR OR ORDER Consolidation or ar

bitration on a class or representative basis, except

that the arbitrator MAY award the Damages required by law on an Individual basis and MAY ORDER injunctive or declaratory relief under an applicable consumer protection law.

Any arbitration decision or award shall be confidential and neither Party may disclose the existence, content or

the existence, content, or results of any arbitration, except as required by law or for the purposes of enforcing the same. Judgment on any arbitration award may be entered in any court having jurisdiction. All costs and administrative expenses shall be divided equally between the Parties, although each Party shall bear its own expenses of consultants, expert

testimony and preparation and presentation of evidence at the arbitration. IF FOR ANY REASON

THIS ARBITRATION CLAUSE IS HELD TO BE UNENFORCEABLE OR INVALID, THE PARTIES HEREBY

WAIVE, TO THE

MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO ENFORCE ANY CLAIM ON A CLASS OR

CONSOLIDATED CAPACITY REPRESENTATION. No action, regardless of form, arising out of or in conjunction with the subject matter of these Terms and Conditions, may be

brought by either Party more than one (1) year after the cause of action arises.

#### VII. USE OF TOKENS BY COMPANY

As set forth in the Company's Whitepaper and through the Service, transactions in currency are subject to burned and reflected fees, a percentage of which is dedicated to the Pancake Swap Liquidity Pools. This latter portion of tokens in turn generates additional LP tokens automatically. The Company may from time to time, in its sole discretion, withdraw a

portion of the LP tokens generated by this process for the purpose of compensating the team members and pay operating expenses.

#### VIII. GENERAL PROVISIONS

(a) Severability - If any provision of these Terms is held to be unenforceable or invalid, that provision shall be modified and interpreted to achieve the objectives of such provision to the fullest extent possible under applicable law, and the remaining provisions will continue in full force and effect

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shall continue in full force and effect.

(b) Waiver - Except as provided herein, failure to perform an obligation or demand performance of an obligation under these Terms shall not affect a party's ability to

right to exercise or require such performance at any time thereafter, nor shall any waiver of a constitution a waiver of any subsequent proposal.

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(c) Original Language - These Terms and Conditions have been drafted in English, which is the

language of the Company. You assume any and all risk of error or misunderstanding in the reading these Terms and Conditions in any other language.

(d) Modifications to these Terms and Conditions - We cannot and do not guarantee the accuracy

or completeness of information, including prices, product images, specifications, availability or services. We reserve the right to change or update information and to correct errors, inaccuracies or omissions at any time without notice. We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time, with or without notice.

time, with or without notice. If you continue to access or use the Service after any such revisions have become effective, you agree to be bound by the modified terms. If you do not accept the new terms, in whole or in part, we will terminate your use of the Website and the Service.

(e) Promotions - Any Promotions made available through the Service may be governed by rules separate from these Terms. If you are participating in any promotion, please refer to the applicable rules. If the rules for a Promotion conflict with these Terms, the rules for the Promotion will apply.

(f) Intellectual Property - The Service and its original content, features and functionality are and will remain the exclusive property of Company. The Service is protected by copyright, trademark and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any products or service without the prior written consent of Company.

#### PRIVACY

The Service is for informational purposes only. There is no means or mechanism for you to provide us with personal information of any kind or to create an account with us. To the extent

extent you contact us or submit information to us in any way, such information will be kept confidential and may not be any, leased or otherwise provided to any third party. The Company

however, makes no promise to act on any request or information that you you send to us, as there is no central office, customer support or other means of communicating

with us regarding any issues encountering the Service or currency.

#### USER REPRESENTATIONS

by using the Site, you represent and warrant that:

(1) all registration information you submit will be true, accurate, reported and complete;

(2) you will maintain the accuracy of such information and will promptly update such registration

registration information as necessary;

(3) you have legal capacity and agree to abide by these Terms and Conditions;

(4) you are not under 18 years of age;

(5) you are not a minor in the jurisdiction in which you reside;

(6) you will not access the Site by automated or non-human means, or by bots, scripts, or otherwise;

(7) you will not use the Site for any illegal or unauthorized purpose;

(8) your use of the Site does not violate any applicable laws or regulations.

If you provide any information that is untrue, inaccurate, not current or incomplete, your right to keep or have your a

ccount terminated and you refuse any current or future use of the Site (or any portion thereof).

#### ENTERTAINMENT PURPOSES ONLY

PEGASO token exists for entertainment purposes only. The Company makes no warranty or warranty of any kind that the coin will continue to exist, or that it will be maintained

or guaranteed at any time in the future. You should be aware that anything of value that you you choose to spend, pledge, exchange or otherwise sell or trade to acquire the Currency may be lost in

its entirety. The Company does not offer the currency as a "securities offering," private placement or other form of investment. You should not purchase or otherwise interact with the currency if you have expectations of profit from it. You are advised that there is no management, sales, marketing or other team within the Company on whose efforts you may rely in any way with respect to the coin or its present or future success. You should consult your financial advisor(s) before engaging in any activity through the service, or in connection with the coin, and you assume all risk of loss or damage that may occur as a result of your choices or decisions to interact with the coin in any way. The Company has no control over, and makes no representations or warranties, that the Company or any third party exchange or service, central or decentralized, wherever located in the world, will support or continue to support the currency, create a market in the currency or otherwise support the transferability or marketability of the currency. The Company does not control the accumulation or distribution of currency by any person or party other than coins that it may or may not hold at any given time. You are encouraged to be Very familiar with how to track or evaluate your own transactions in Currency, using Publicly available tools such as <https://bscscan.com/> or otherwise before interacting with the coin. You should be aware that large transactions in currency can adversely affect the currency, economically or otherwise. not. We encourage you not to use the Service, or purchase or interact with the coin in any way, if you do not have an advanced and sophisticated understanding of "cryptocurrency" as it is known by any name, including but not limited to "virtual currency", "tokens" or "coins".

#### PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than the purpose for which we make the Site available. The Site may not be used in connection with any business except those approved or endorsed by us.

As a user of the Site, you agree not to:

Systematically retrieve data or other content from the Site to create or compile, directly or permitted, a collection, compilation, database or directory without our written.

make any unauthorized use of the Site, 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.

use a purchasing agent or buying agent to make purchases on the Site.

use the Site to advertise or offer for sale goods or services.

circumvent, disable, or otherwise interfere with security-related features of the Site, including features that secure or

copy any content or enforce the use of the Site and/or the Content contained therein.  
engage in framing or unauthorized linking to the Site.  
deceive, defraud, or mislead us and other users, particularly in an attempt to learn sensitive account information such  
as user passwords;  
make improper use of our support services or submit false reports of abuse or misconduct.  
engage in any automated use of the system, such as using scripts to post comments or messages, or using data mining,  
robots, or similar data gathering and extraction tools.  
interfere with, disrupt, or create an undue burden on the Site or networks or those connected to the Site.  
Impersonate another user or person or use another user's username.  
sell or otherwise transfer your profile.  
use any information obtained from the Site to harass, abuse, or harm another person.  
use the Site as part of any effort to compete with us or use the Site and/or the Content for any revenue-generating activity or business.  
Decipher, decompile, disassemble or reverse engineer any software that comprises or in any way constitutes any part of the Site.  
Try to circumvent any measures on the Site to prevent or restrict access to the Site or any portion of the Site.  
harass, annoy, intimidate, or threaten our employees or agents engaged in providing any portion of the Site to you.  
remove copyright or other proprietary rights notices from content.  
adapt the Site software, including but not limited to Flash, PHP, HTML, JavaScript or other code.  
Upload or transmit (or offer to upload or transmit) viruses, Trojan horses, or any material, including excessive use of capital letters and spamming, that interferes with the uninterrupted use and enjoyment of the Site by any modifying, impairing, interrupting, altering or interfering with the use, functions, operation or maintenance of the Site.  
upload or transmit (or offer to upload or transmit) any material that acts as a passive or active information gathering or transmission mechanism, including, without limitation, clear graphic interchange formats ("GIF"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PC spies").  
except as may be a result of using the standard search engine or Internet browser, use, launch, development, or deployment of any automated system, including, without limitation, spiders, robots, cheat utilities, scrapers, or offline readers accessing the Site, or use or launch of scripts or other unauthorized software.  
disparage, tarnish, or otherwise damage us and/or the Site.  
use the Site in a manner that is inconsistent with any applicable law or regulation.

**USER-GENERATED CONTRIBUTIONS**



The Site may invite you to chat, contribute to blogs, bulletin boards, online forums and other features, and may provide you with the opportunity to create, post, publish, display, transmit, post, broadcast or transmit content and materials to us or on the Site, including but not limited to text, writing, video, audio, photographs, graphics, comments, suggestions or personal information or other material (collectively, "Submissions"). Contributions may be viewable by other users of the Site and through third party websites. Therefore, all Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contribution, you represent and warrant thereby that: the creation, distribution, transmission, public display or performance of, and the accessing, downloading or copying of, your Contributions do not violate or infringe the proprietary rights, including but not limited to copyrights, patents, trademarks, trade secrets or moral rights of any third party. you are the creator and owner or have the necessary licenses, rights, consents, releases and permissions to use and authorize us, the Site, and other users of the Site to use your Submissions in any manner contemplated by the Site and these Terms and Conditions. you have the written consent, release and/or permission of each and every identifiable individual in your Submission to use the name or likeness of such identifiable individual for each authorize the inclusion and use of your Submissions in any manner contemplated by the Site and these Terms and Conditions. your Submissions are not false, inaccurate or misleading. your Submissions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation. your Submissions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us). your Contributions do not ridicule, mock, disparage, intimidate or abuse anyone. your Submissions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against others. your Submissions do not violate any applicable laws, regulations or rules. your Submissions do not violate the privacy or publicity rights of any third party. your Submissions do not contain any material that solicits personal information from anyone under the age of 18 or exploits anyone under the age of 18 in a sexual or violent manner. your Submissions violate any federal or state laws regarding child pornography, or are otherwise intended to fail to protect the health or welfare of minors; your Submissions do not include offensive comments related to race, national origin, gender, sexual preference, or p

physical disability.

your Submissions do not otherwise violate, or link to material that violates, anything in these Terms and Conditions, or any applicable laws or regulations.

Any use of the Site in condition of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site.

#### LICENSE TO CONTRIBUTE

and grant and authorize sublicenses of the foregoing. Use and distribution may be in any media format and through any media channel.

This license applies to any form, media, or technology now known or developed in the future and includes our use of

your name, company name, and franchise name, as applicable, and any trademarks, service marks, trade names, logos,

and personal and business images provided. You waive all moral rights in your Submissions and warrant that moral rights have not otherwise been asserted in your Submissions.

We do not claim any ownership in your Contributions. You retain full ownership of all of your Submissions and any

intellectual property or other proprietary rights associated with your Submissions. We are not responsible for any statements or representations in Submissions provided by you in any area of the Site.

You are solely responsible for your Submissions to the Site and expressly disclaim any and all liability on your part

and to refrain from taking any legal action against us with respect to the Submissions.

We have the right, in our sole and absolute discretion, (1) to edit, black out or otherwise modify any Submissions; (2)

) reclassify any Submissions to place them in more appropriate locations on the Site; and (3) preselect deletion or any

Submissions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

#### MOBILE APPLICATION LICENSE

##### User License

If you access the Site via a mobile application, we grant you a non-exclusive, limited right to use and transfer the mobile

application to 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 and Conditions.

You shall not:

(1) decompile, reverse engineer, disassemble, attempt to derive source code or decipher the application;

(2) make any modifications, adaptations, improvements, translations, or derivative works of the application; or

(3) violate any applicable law, rule, or regulation relating to access to or use of the application; or

- (4) remove, alter, or obscure any proprietary notices (including any copyright or trademark notices) posted by us or the application's licensors; and
- (5) use the application for any revenue-generating activity, commercial enterprise or other purpose for which it was not designed or intended;
- (6) make the application available over a network or other environment that allows access or use by multiple devices or users at the same time
- (7) use the application to create a product, service, or software that is, directly or indirectly,
- (8) use the application to send automated queries to any Web site or send unsolicited commercial e-mail;
- (9) use any proprietary information or any of our interfaces or other intellectual property in the design, development, manufacture, licensing or distribution of any application, accessory or device for use with the application.

#### APPLE AND ANDROID DEVICES

The following terms apply when you use a mobile application obtained from the Apple Store or Google Play (each an "App Distributor") to access the Site:

- (1) the license to you for our mobile app is limited to a transferable license to use the app on a device running the Apple iOS or Android operating systems, one as applicable, and complying with the stable usage rules 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 and Conditions or as required by applicable law, and you acknowledge that each The App Distributor has no obligation to provide any maintenance and support services with respect to the mobile application;
- (3) in the event that the Mobile App fails to conform to any applicable warranty, you may notify the applicable App Distributor, and App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Mobile App, and to the maximum extent permitted by applicable law, App Distributor shall have no other warranty obligation with respect to the Mobile App;
- (4) you represent and warrant that (i) you are not located in a country that is subject to a government embargo or that has been designated by the government as a "terrorist supporting" country and (ii) you are not listed on any government list of prohibited or restricted parties;
- (5) you must comply with any applicable third party contract terms when using the mobile application, for example, if you have a VoIP application, you must not violate their wireless data service contract when using the mobile application.

cation;

(6) you acknowledge and agree that App Distributors are third party beneficiaries of the terms and conditions of this mobile application license contained in these Terms and Conditions and that each App Distributor shall have the right (and shall be deemed to have accepted the right) to enforce the terms and conditions of this mobile application license contained in these Terms and Conditions against you as a third party beneficiary thereof.

#### SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you have with third party service providers (each such account, a "Third Party Account") by: (1) providing your Third Party Account login information through the Site; or (2) allowing us to access your Third Party Account as permitted by the applicable terms and conditions governing the use of each Third Party Account. You represent and warrant that you have the right to disclose your Third Party Account login information to us and/or grant us access to your Third Party Account, without violating any of the terms and conditions governing use of the applicable Third Party Account and without obligating us to pay any fees or charges imposed by the Third Party Account services.

By granting us access to any Third Party Account, you understand that (1) we may access, make available and store (if applicable) any content that you have provided and stored in your Third Party Account (the "Social Network Content") so that it is available on and through the Site through your account, including, without limitation, obtaining friends lists, and (2) receive and receive from your Third Party Account additional information to the extent you are notified when you link your account with the Third Party Account.

Depending on the third party accounts you choose and subject to the privacy settings you have set in such third party accounts, personally identifiable information that third parties may be available on and through your account on the Site.

Please note that if a Third Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the Third Party Service Provider, Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third Party Accounts at any time.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THIRD PARTY SERVICE PROVIDERS ASSOCIATED

WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENTS WITH SUCH THIRD PARTY SERVICE PROVIDERS.

We make no commitment to review any social media content for any purpose, including but not limited to, for accuracy, legality or non-content, and we are not responsible for any social media content.

You acknowledge and agree that we may access your address book of email addresses associated with a party account

and your third party list stored on your mobile or tablet device solely for the purpose of identifying and informing

you of contacts who have also registered to use the site.

You may disable the connection between the Site and your party account by contacting us using the contact information below or through your account settings (if applicable).

We will seek out any information stored on our servers obtained through a third party account, with the exception of the username and profile picture that are associated with your account.

**SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the Site ("Submissions") provided by you to us are non-confidential and will become our exclusive property. We own the exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any legal, commercial or other purpose, without acknowledgment or compensation to you.

You hereby waive all moral rights in such Submissions and hereby warrant that such Submissions are original to you or that you have the right to submit such Submissions. You agree that there shall be no recourse against us for any alleged or actual condition or misappropriation of any proprietary rights in your Submissions.

**THIRD PARTY WEBSITES AND CONTENT**

The Site may contain (or be sent other messages through the Site) links to Web sites ("Third Party Web Sites") as well as articles, photographs, text, graphics, images, designs, music, sounds, videos, information, applications, software and other content or elements 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 the Site or any Third Party Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained on the Third Party Websites or T

Third Party Content.

The inclusion of, linking to, or authorizing the use or installation of Third Party Websites or any Third Party Content does not imply our endorsement or approval of the same. If you decide to leave the Site and access Third Party Websites or use or use Content, you do so at your own risk and should be aware that these terms and conditions no longer govern.

You should review the applicable terms and policies, including privacy and data collection practices, of any Website to which you navigate from the Site or relating to any application you use or install from the Site. Any purchases made through third party websites will be made through other websites and from other companies and we assume no liability in connection with such purchases that are solely 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 will hold us harmless from any damages resulting from your purchase of such products or services. In addition, you will hold us harmless from any loss incurred by you or damage caused to you in connection with or arising in any way from any Third Party Content or any contact with Third Party Websites.

#### ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner ads. If you are an advertiser, you assume full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through such advertisements.

In addition, as an advertiser, you warrant and represent that you have all rights and authority to place advertisements on the Site, including, without limitation, intellectual property rights, rights of publicity, and contractual rights.

As an advertiser, you agree that such advertisements are subject to the provisions of our notice and Digital Millennium Copyright Policy ("DMCA") as described and agree that no refund or other compensation will be provided to you for issues related to the removal of the DMCA. We simply provide the space to place such ads and have no other relationship with advertisers.

#### SITE ADMINISTRATION

We reserve the right, but not the obligation, to:

- (1) monitor the Site for any violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone, in our sole discretion, who violates the law or these Terms and Conditions, including a legal authority, reporting such user to law enforcement;

(3) in our sole discretion and without reserving, refusing, limiting access, restricting availability or disabling) any Submission or portion thereof;

(4) in our sole discretion and without limitation, notice or liability, remove from the Site or otherwise disable all files and content of excessive size or in any way our systems;

(5) otherwise operate the Site in a manner including to protect our rights and property and to facilitate the proper operation of the Site.

#### PRIVACY POLICY

We care about the privacy and security of your data. Please review our privacy policy posted on the Site. By accepting the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions.

If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing the collection, use, or disclosure of personal data that differ from laws applicable in the United States, then through your continued use of the Site, you are transferring your data to the United States and you expressly consent to the transfer and processing of your data in the United States.

In addition, we do not knowingly accept, request or solicit information from children or knowingly market to children.

Therefore, in accordance with the Children's Online Privacy Protection Act of the United States, if we receive actual knowledge that someone under the age of 13 has provided us with personal information without necessary and verifiable parental consent, we will remove such information from the Site as quickly as is reasonably practical.

#### DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

##### Notifications

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes any copyright you own or control, please notify our designated copyright agent immediately using the contact information provided below (a "Notification").

A copy of your Notification will be sent to the person who posted or stored the material identified in the Notification.

Be aware that, under federal law, you may be held liable for damages if you make any false statements in a Notification.

Therefore, if you are unsure whether material on or linked to the site infringes your copyright, you should consider contacting an attorney first.

All requests may be required the requirements of DMCA 17 USC § 512c(3) and include the following information:

(1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right allegedly infringed;

- (2) Identification of the copyrighted work allegedly infringed or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site;
- (3) identification of the material that is claimed 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 identification of the material
- (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted; and
- (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
- (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you send us a valid written Counter-Notification that complies with the requirements described above, before we receive the material we will restore or disable it, unless we receive notice from the party that sent the Notification informing us that such party has filed a lawsuit to prevent you from engaging in infringing activity with respect to the material in question. Please note that if you misrepresent that lost or removed content has been retained in error or identified as damaged, you may be liable for costs including attorneys' fees. Filing a false counter-notification constitutes perjury.

#### COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes any copyright you own or control, please notify us immediately using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or maintained the material identified in the Notification.

Please note that under federal law, you may be held liable for damages if you make material misrepresentations in a Notification. Therefore, if you are unsure whether material on or linked to the Site infringes your copyright, you should consider contacting an attorney first.

#### DURATION AND TERMINATION

These Terms and Conditions will remain in full force and effect during your use of the Site.

#### WITHOUT LIMITING

ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT, IN OUR SO



LE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TO DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OF OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION YOU HAVE SUBMITTED AT ANY TIME, WITHOUT NOTICE, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and new account in your own name, a false or borrowed name, or the name of any third party, even if you are acting on behalf of a third party.

In addition to terminating your account, we reserve the right to take appropriate legal action, including, without limitation, civil, criminal, and injunctive action.

#### CHANGES AND DISCONTINUANCE

We reserve the right to change, modify, or remove content from the Site at any time at our sole discretion or upon any notice to you. However, we are under no obligation to update any information on our site.

We also reserve the right to change or discontinue all or any part of the Site 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 the Site.

We cannot guarantee that the Site will always be available. We may experience hardware, software or other problems or need to perform maintenance related to the Site, causing interruptions, delays or errors. We reserve the right to change, revise, update, suspend or otherwise modify the Site at any time or for any reason without notice. You agree that we shall have no liability for any eventuality, damage or inconvenience caused by your inability to access or use the Site during any period of inactivity or interruption of the Site. Nothing in these Terms and Conditions shall be construed to obligate us to endorse and support the Site or to provide any corrections, updates or releases in connection therewith.

#### GOVERNING LAW

These Terms and Conditions and your use of the Site shall be governed by and construed in accordance with the laws of the State, applicable to agreements entered into and to be performed entirely within the State, without regard to its principles of state conflict of laws.

#### DISPUTE RESOLUTION

Option 1:

any legal action of any nature brought by you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts of our choice, and the Parties hereby agree to, and waive all exceptions of lack of personal jurisdiction and forum with respect to venue and jurisdiction in such state and federal courts.

The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform

Computer Information Transaction Act (UCITA) are excluded from these Terms and Conditions. In no event shall a

ny claim or proceeding brought by either Party in any manner relating to the Site be commenced more than 1 year after the cause of action accrues.

Option 2: Informal Negotiations

In order to expedite the resolution and control the cost of any dispute, controversy or submission relating to these Terms

and Conditions (each a "Dispute" and collectively, the "Disputes") brought by you or us (individually, a "Party"

and collectively, the "Parties"), the Parties agree to first negotiate any Dispute (other than Disputes expressly provided for below) at least 300 days before commencing arbitration. Such informal negotiations shall commence upon written

notice from one Party to the other Party.

**BINDING ARBITRATION**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute shall 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.

Arbitration will be reviewed and conducted in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules and, if applicable, the AAA's Supplemental Procedures for Consumer Disputes ("AAA Consumer Rules"), both of which are available at the AAA Website [www.adr.org](http://www.adr.org).

Your arbitration costs and your share of the arbitrator's fees will be governed by the AAA Consumer Rules and, if applicable, the AAA Consumer Rules. [If such costs are deemed excessive by the arbitrator, we will pay all costs and expenses of the arbitration.] The arbitration may be conducted in person, by submission of documents, by telephone or online. The arbitrator will make a decision in writing will not be required to provide a condition but unless requested by either party.

The arbitrator must comply with applicable law and any award may be appealed if the arbitrator fails to do so. Except

t where required by AAA applicability rules or applicable law, the arbitration will take place at the place of our choice,

Except as otherwise provided herein, the Parties may bring an action before a court to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, set aside or render judgment on the award made by the arbitrator.

If for any reason, a Dispute proceeds in court rather than in arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts situations in the county of [name of county], [name of state], and the Parties hereby consent and to all exceptions of non-waiver 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 Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms and Conditions. In no event shall any Dispute brought by either Party relating in any way to the Site be commenced more than 1 year after the cause of action accrues. If this provision is held to be illegal or unenforceable, neither Party will elect to arbitrate any Dispute falling within that portion of this provision that is illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within the courts listed by jurisdiction above and the Parties agree to submit to the personal jurisdiction of such court.

#### OPTION 3: BINDING ARBITRATION

To expedite the resolution and control the cost of any dispute, controversy or condition relating to these Terms and Conditions (each a "Dispute" and collectively, "Disputes"), any Dispute brought by you or us and collectively, the "Parties") shall be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO CLAIM IN COURT AND HAVE A TRIAL BY JURY. Arbitration will be reviewed and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, if applicable, the AAA's Supplemental Procedures for Consumer Disputes ("AAA Consumer Rules"), both of which are available at the AAA Website [www.adr.org](http://www.adr.org).

Your arbitration costs and your share of the arbitrator's fees will be governed by the AAA Consumer Rules and, if applicable, the AAA Consumer Rules. If these costs are deemed excessive by the arbitrator, we will pay all arbitration fees and expenses.

The arbitration may be conducted in person, through the submission of documents, by telephone or online. The arbitrator will make a decision in writing will not be required to provide a condition but unless requested by either party.

The arbitrator must follow applicable law and any award may be appealed if the arbitrator fails to do so.

Except where required by AAA applicability rules or applicable law, the arbitration will take place in a place of our

choosing. Except as otherwise provided herein, the Parties may bring an action before a court to compel arbitration, t

o stay proceedings pending arbitration, or to confirm, modify, set aside or render judgment on the award made by th

e arbitrator.

If for any reason, a Dispute proceeds in court instead of arbitration, the Dispute shall be commenced or prosecuted i

n the state and federal courts situations at a location of our choosing, 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 st

ate and federal courts.

The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform

Computer Information Transaction Act (UCITA) are excluded from these Terms and Conditions. In no event shall a

ny Dispute brought by either party relating in any way to the Site or Services be commenced more than 1 year after t

he cause of action accrues.

If this provision is held to be illegal or unenforceable, neither Party will elect to arbitrate any Dispute that falls withi

n any part of this provision that is illegal or unenforceable and such Dispute will be decided by a court of competent

jurisdiction in the statutory courts set forth above and the Parties agree to submit to the personal jurisdiction of such

court.

#### OPTION 2/OPTION 3: RESTRICTIONS

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the fullest e

xtent permitted by law, (a) arbitration will be joined to other proceedings; (b) there is no right or authority for any Di

spute to be arbitrated on the basis of a class action or to use class action procedures; and

(c) there is no right or autho

rity for any Dispute to be filed in a purported capacity of representation on behalf of the general public or any other

person.

#### OPTION 2/OPTION 3: EXCEPTIONS TO [INFORMAL NEGOTIATIONS AND] ARBITRATION AR

The Parties agree that the following Disputes are not subject to the above provisions relating to [informal negotiation

s and] binding arbitration: (a) any Dispute seeking to enforce or protect, or concerning the validity of, any of a Party's Intellectual Property Rights; (b) any Dispute relating to or arising out of allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any request for injunctive relief. If this provision is held to be illegal or unenforceable, neither Party will elect to arbitrate any Dispute that falls within any part of this provision that is illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction in the statutory courts set forth above and the Parties agree to submit to the personal jurisdiction of such court.

#### CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies or omissions that may affect the Site, 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 Site at any time without notice.

#### DISCLAIMER

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE AND ITS USE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE SITE OR THE CONTENT OF ANY WEBSITE LINKED TO THE SITE, AND ASSUME NO RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES OR INACCURACIES IN THE CONTENT (2) (AND PERSONAL ERRORS) 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 THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY THIRD PARTIES, AND/OR (6) ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR A

NY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SITE. WE DO NOT WARRANT

, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OR ADVERTISING OFFERED BY THIRD PARTIES THROUGH THE SITE, ANY HYPERLINKED WEBSITE OR ANY WEBSITE OR MOBILE APPLICATION PRESENT IN ANY BANNER OR OTHER ADVERTISING.

COME TO PURCHASE A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT SHALL 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 ANY LOST REVENUE, LOSS, OR OTHER DAMAGES ARISING

OUT OF YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH 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.

INDEMNIFICATION

You agree to defend, indemnify and hold us, including our subsidiaries, affiliates and all of our respective officers, agents, partners and employees, harmless from and against any and all losses, damages, liabilities, claims or demands

, including attorneys' fees and expenses, made by third parties due to or arising out of: (1) [your Submissions]; (2) your use of the Site; (3) your violation of these Terms and Conditions; (4) any breach of your representations and warranties attested to in these Terms and Conditions; (5) your protection of the rights of third parties, including but not limited to intellectual property rights; or (6) any patently harmful act against any other user of the Site with whom you have connected through the Site.

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 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 subject to this indemnification as soon as we become aware of it.

## USER DATA

We retain certain data that you transmit to the Site for the purpose of administering the Site, as well as data relating to

your use of the Site. we perform routine data backups you are solely responsible for all data that you transmit or that

you submit to any activity that you undertake using the Site.

You agree that we shall have no liability to you for any loss or damage to such data and you hereby waive any right

of action against us from such loss or damage to such data.

## ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

Visiting the Site, sending emails, and filling out online forms electronic communications. You consent to receive electronic

communications and agree that all agreements, notices, disclosures and other communications that we provide

to you electronically, by email and on the Site, satisfy any legal requirement that such communication be in writing.

g.

YOU AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS

AND THE ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR THROUGH THE SITE.

g.

You hereby waive any rights or requirements under statutes, regulations, or grant payments by any means other than

electronic means.

## OTHER

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement

between you and us. Our ability to exercise or enforce any right or provision of these Terms and

Conditions will not operate as a waiver of such right or provision.

We will enforce these Terms and Conditions to the fullest extent permitted by law. We may assign any or all of our

rights and entitlements to others at any time. We will not be 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 and Conditions is held to be unlawful, void or unenforceable, the

such provision or part of the provision shall be deemed severable from these Terms and Conditions and shall 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 and Conditions or your use of the Site. You agree that these Terms and Conditions shall not be construed

against us by virtue of their construction.

You hereby waive any defenses you may have based on the electronic form of these Terms and Conditions and the law.

ack of signature by the parties to the execution of these Terms and Conditions