

ADOLADE TERMS OF SERVICE

1. LICENSE

1.1. Governing Agreement

Adolade's service (the "Service" or "Services") enables software developers to integrate telecommunications capabilities into their applications, including mobile, web-based and desktop applications. Adolade provides its Services subject to the terms and conditions contained in these Terms of Service (this "Agreement"). To become eligible to use Adolade's services under this Agreement, you must review and accept the terms of this Agreement. By creating an account, accessing or using the Services, you accept and agree to be bound by these Terms of Service and consent to the collection, use and storage of your information as outlined in Adolade's Privacy Policy.

Please review the terms of this Agreement carefully. Once accepted, this Agreement becomes a binding legal commitment. If you have any questions, you can reach the Adolade team at support@adolade.com.

The terms of this Agreement govern the relationship between you and Adolade. (hereinafter "Adolade" or "Us" or "We"), which includes Adolade software, Application Programming Interfaces ("API's"), Software Development Kits ("SDKs"), email notifications, applications, buttons and websites (the "Services"); and any information, text graphics, photos, or other material uploaded, downloaded or appearing on the services (collectively referred to as "Content").

1.2. Definitions

"Customer" or "You" means the individual accepting the terms of this Agreement or the entity such individual represents, as applicable.

"Customer Application" means a software application that interfaces with the Adolade Services and includes any services (web-based or other services) made available by Customer through that application.

"Customer Data" means data and other information made available to Adolade through the use of the Adolade Services under this Agreement.

"End User" means an end user of a Customer Application.

1.3. Privacy Policy

Your use of the Service is also governed by Adolade's Privacy Policy. Your privacy is important to Adolade. The Privacy Policy discloses how we collect and use your content and information and how you can use the Service to share such information

with others. We encourage you to read the Adolade Privacy Policy, carefully, and use it to make informed decisions.

1.4. Updates to the Terms of Service and Adolade's Privacy Policy

Adolade reserves the right to change, modify, add or remove portions of these Terms of Service or the Privacy Policy at any time by posting amended Terms of Service or an amended Privacy Policy on the Adolade website. You may be given additional notice of any changes, such as an e-mail message or notification within the Service. You will be deemed to have accepted any changes by continuing to use the Service. Except as otherwise stated, all amended terms shall be effective 30 days after they are initially posted. Adolade may also revise other policies, codes, or rules at any time, and the new versions will be available on www.Adolade.com or within the Service. No Terms of Service or Privacy Policy amendment shall apply to any dispute that Adolade had actual notice of before the date of the amendment. This Agreement may only be amended by a writing hand signed by you and Us. For purposes of this provision, "writing" does not include an e-mail message and a signature does not include an electronic signature.

If at any point you do not agree to any portion of the then-current version of the Terms of Service, the Privacy Policy, or any other Adolade policy, rule or code of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service. To the extent the Terms of Service or Privacy Policy conflict with any other Adolade term, policy, rule or code of conduct, the terms contained in these Terms of Service and in the Adolade Privacy Policy shall govern.

1.5. Grant of a Limited License to Use the Service

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Adolade policies, Adolade grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in Sections 1.5-1.9 to access and use the Service with an Adolade supported web browser or mobile device solely to develop Customer Applications, offer and make the Adolade Services available to End Users in connection with the use of the Customer Application. You agree not to use the Service for any other purpose.

1.6. Accessing the Service

Before accessing or using the Service, you must agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an "Account"), have a valid account on a social networking service ("SNS"), or third-party application, that you use to connect to the Service. If you are between the ages of 13 and the applicable age of majority, you represent that your legal guardian has reviewed and agreed to these Terms.

You must provide all equipment and software necessary to connect to the Service, including, but not limited to, a mobile device that is suitable to connect with and use the Service.

You are responsible for any fees, including internet connection or mobile fees that you incur when accessing the Service.

1.7. Use of the Service

Customer will be solely responsible for all use (whether or not authorized) of the Adolade Services under its account, including for the quality and integrity of Customer Data and each Customer Application. Customer will ensure that it has a written agreement with each End User ("End User Agreement") that enables Adolade to use all Customer Data as necessary to provide the Services and that protects Adolade's rights to the same extent as the terms of this Agreement. The End User Agreement must include terms concerning restrictions on use, protection of proprietary rights, disclaimer of warranties and limitations of liability. Adolade agrees that, subject to the foregoing requirements, the End User Agreement need not specifically refer to Adolade. Customer will promptly notify Adolade if it becomes aware of any breach of the terms of the End User Agreement that may affect Adolade. Customer will take all reasonable precautions to prevent unauthorized access to or use of the Adolade Services and notify Adolade promptly of any such unauthorized access or use.

The following restrictions apply to the use of the Service:

- a. You shall not create an Account or access the Service if you are under the age of 13;
- b. You shall monitor your Account to restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g. Paypal) by minors;
- c. You shall not have more than one Account, per platform, client application, SNS, or third-party application, at any given time, and shall not create an Account with a false identity, false information, or on behalf of someone other than yourself;
- d. You shall not create an Account or use the Service if you are a convicted sex offender;
- e. You shall not have an Account or use the Service if you have previously been removed or banned by Adolade;
- f. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone. However, you may use the Service if you represent a commercial entity that is utilizing the Service's functionality to facilitate a Contest or Activity (as defined below);

- g. You shall not use your Account to engage in any illegal conduct;
- h. You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without Adolade's written permission;
- i. You shall not access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator without Adolade's permission; and
- j. If you access the Service from an SNS, or third-party application, you shall comply with its terms of service as well as these Terms of Service.

1.8. Account Information

When creating or updating an Account on the Service, you may be required to provide Adolade with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. Adolade will hold and use this information in accordance with Adolade's Privacy Policy. You agree that you will supply accurate and complete information to Adolade, and that you will update that information promptly after it changes.

1.9. Username and Password

During the Account creation process, you will be required to select a password ("Login Information"). The following rules govern the security of your Login Information:

- a. You shall not share the Account or the Login Information, nor let anyone else access your account or do anything else that might jeopardize the security of your Account;
- b. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Adolade and modify your Login Information;
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and
- d. You are responsible for anything that happens through your Account.
- e. You should use strong passwords.
- f. Adolade cannot and will not be liable for any loss or damage arising from your failure to comply with the above. Adolade reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

1.10. License Limitations

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license granted by Section

1.4, and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ADOLADE IS A VIOLATION OF ADOLADE POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

You agree that you will not, under any circumstances:

- a. Engage in any act that Adolade deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms, service mechanics or policies;
- b. Make improper use of Adolade's support services, including by submitting false abuse reports; or
- c. Use the Services in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

CHEATING AND HACKING

You agree that you will not, under any circumstances:

- d. Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Services, or any Adolade experience;
- e. Use the Services in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third-party software designed to modify or interfere with the Services or any Adolade experience;
- f. Without Adolade's express written consent, modify or cause to be modified any files that are a part of the Services;
- g. Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Services (each a "Server"); or (2) the enjoyment of the Services by any other person;
- h. Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Services; or
- i. Attempt to gain unauthorized access to the Services, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Adolade, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Services;

OFFENSIVE OR INFRINGING CONTENT

You agree that you will not, under any circumstances:

- j. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- k. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- l. Attempt to harass, abuse, harm, advocate, incite harassment, abuse, or harm another person or group, including Adolade employees; or
- m. Make available through the Services any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Adolade employee;

UNAUTHORIZED USE OR CONNECTION TO THE SERVICE

You agree that you will not, under any circumstances:

- n. Interfere or attempt to interfere with the proper functioning of the Services, connect to, or use the Service in any way not expressly permitted by these Terms of Services;
- o. Use any unauthorized third-party software that accesses, intercepts, “mines,” or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service to store information about the Adolade characters, elements, or environment. Adolade may, at its sole and absolute discretion, allow the use of certain third party user interfaces;
- p. Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Services, whether through the use of a network analyzer, packet sniffer or other device;
- q. Make any automated use of the system, or take any action that imposes or may impose an unreasonable or disproportionately large load on our infrastructure;
- r. Bypass any measures we take to restrict access to the service or use any software, technology, or device to send content or messages, scrape, spider, crawl the Services, or harvest or manipulate data;
- s. Use, facilitate, create, or maintain any unauthorized connection to the Services, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Services, or (2) any connection using programs, tools, or software not expressly approved by Adolade;
- t. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Services or to obtain any information from the Services using any method not expressly permitted by Adolade; or

- u. Copy, modify or distribute rights or content from any Adolade site, or Adolade's copyrights or trademarks or use any method to copy or distribute the content of the Services except as specifically allowed in these Terms of Service;

COLLECTION AND PUBLICATION OF PERSONAL INFORMATION

You agree that you will not, under any circumstances:

- v. Solicit or attempt to solicit personal information from other users of the Services;
- w. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Services; or
- x. upload or transmit (or attempt to upload or to transmit), without Adolade's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

1.11. Suspension and Termination of Account and Services

WITHOUT LIMITING ANY OTHER REMEDIES, ADOLADE MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO ADOLADE SERVICES OR PORTIONS THEREOF IF YOU ARE, OR ADOLADE SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICES, AND ADOLADE IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICES AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SERVICES AND ITS CONTENT, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THE USER IS CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Adolade reserves the right to stop offering and/or supporting the Services or part thereof at any time, at which point your license to use the Services or a part thereof will be automatically terminated. In such event, Adolade shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services.

Termination of your Account can include disabling your access to the Services or any part thereof including any content you submitted or others submitted. You may cancel any Account registered to you at any time by emailing support@adolade.com

1.12. Ownership

1.12.1. The Service

The Services (including, without limitation, any titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-service text transcripts, character profile information and the Adolade server software) are copyrighted works owned by Adolade, Inc. Adolade reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with its Services.

1.12.2. Accounts

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF ADOLADE. ADOLADE RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

1.12.3. User Content

“User Content” means any communications, images, sounds, and all the material, data, and information that you upload or transmit through the Services, or that other users upload or transmit, including without limitation any text.

By transmitting or submitting any User Content while using the Services, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge

and agree that any of your personal information within such content will at all times be processed by Adolade in accordance with its Privacy Policy.

You hereby grant Adolade a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content. The license you grant Us to use user posted content (except any content you submit in response to Adolade promotions and competition or any other content specifically solicited by Adolade) ends when you delete your User Content or you close your Account unless your User content has been shared with others, and they have not deleted it. However, you understand and accept that removed content may persist in back-up copies for a reasonable period of time.

1.13. Contests and Activities

Contests, games, sweepstakes (each a “Contest”) or promotions, marketing activities or other activities or events (each an “Activity”) enabled through the Service may be created by you, or a Contest or Activity sponsor or organizer (“Organizer”).

A Contest or Activity may be hosted on a subdomain of the Service or on a domain or website of an Organizer and may contain videos, photos, text, audio or other information or widgets.

1.14. Official Rules

End Users that participate in Contests and Activities (“Participants”) enabled through the Service must abide by the official rules of Contests or Activities as applicable (the “Official Rules”) for each Contest or Activity. The Official Rules may vary for each Contest or Activity and Participants are required to read the Official Rules for each Contest or Activity before they participate.

1.15. Fees

Customer agrees to pay the usage fees and, if applicable, agrees to pay any applicable support fees in connection with Customer’s order of any support services.

All applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees and surcharges, whether charges to or against Adolade, will be payable by Customer. Customer will not withhold any taxes from any amounts due to Adolade.

Customer will notify Adolade in writing in the event Customer disputes any portion of any fees paid or payable by Customer under this Agreement. Customer will use reasonable efforts to provide such notice to Adolade within 60 days of the applicable charge and the parties will work together to resolve the applicable dispute promptly. Upon expiration of the 60-day period described in this Section, Customer will not be entitled to dispute any fees paid or payable by Customer.

2. USER CONTENT

2.1. Content Screening

Adolade assumes no responsibility for the conduct of any users that submit User Content, and assumes no responsibility for monitoring the Services for inappropriate content or conduct.

We have no obligation to monitor User Content. However, We may choose at any time, in our sole discretion, to monitor the Services. We have the right, in our sole discretion, to edit, refuse to post, or remove any User Content and We may monitor and/or record your interaction with the Services or communications when you are using the Services. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording.

By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation text or voice communications.

If at any time Adolade chooses, in its sole discretion, to monitor the Services, Adolade nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content.

If you submit suggestions, proposals, comments or other materials (collectively, "Submissions") within the Services you understand and agree that Adolade (1) shall have no obligation to keep your Submissions confidential; (2) shall have no obligation to return your Submissions or respond in any way, and (3) may use your Submissions for any purpose in any way without notice or compensation to you.

2.2. Information Use by Other Members of the Service

2.2.1. Public Discourse

The Service may include various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. Adolade cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or do not want others to use, do not post it on the Service. Adolade shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

ADOLADE IS NOT RESPONSIBLE FOR ANOTHER USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST ON, THROUGH, OR IN CONNECTION WITH THE SERVICE.

2.2.2. Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Services and that you provide to others.

Information, materials, products or services provided by other users may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Service, and Adolade assumes no responsibility or liability for this material. If you become aware of misuse of the Services by any person, please contact Us. Adolade may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgment of Adolade violates these Terms of Service.

Adolade reserves the right to limit the storage capacity of User Content that you post on, through or in connection with the Services.

2.3. Disclosure

You expressly agree that We have the right, at all times, and at our sole discretion, to disclose any user content and other information (including without limitation text, voice communications, IP addresses and your personal information): (a) in response to legal process (for example, a court order, search warrant or subpoena) when We have a good faith belief that the information is required to be disclosed in response to legal process; (b) to allow Us to satisfy any applicable law, regulation or governmental request; (c) to allow Us to enforce these Terms of Service, the Adolade Privacy Policy or any other agreement, terms or policy relating to the Services, (d) to protect our legal rights and remedies; (e) in other circumstances in which We believe the Service is being used in the commission of a crime (including exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction) and for the purpose of reporting the same to the appropriate authorities; (f) to report any other suspected crime or other offensive behavior to the appropriate authorities; (g) when We have a good faith

belief that there is a threat to the health and/or safety of you or another person; or (h) when necessary either to protect the rights or property of Adolade, or for Us to render the Services you have requested.

2.4. User Interactions

2.4.1 User Disputes

You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services. Adolade reserves the right, but has no obligation, to become involved in any way with these disputes.

2.4.2 Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

2.5 Additional Uses

Such additional uses by Adolade, or other companies organizations or individuals who partner with Adolade, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit, or otherwise make available for through the Services.

3. FEES AND PURCHASE TERMS

Payment of Fees

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Adolade may revise the pricing for the goods and services offered through the Service at any time.

4. THIRD-PARTY ADVERTISING

4.1. Third-Party Advertisements

You understand that the Service may feature advertisements, Contests, Activities, or rewards from Adolade or third parties. Adolade's disclosure of information for third-party advertising or rewards is addressed in the Privacy Policy.

4.2. Links to Third Party Sites And Dealings With Advertisers

Adolade may provide links on the Service to third party websites or vendors who may invite you to participate in a promotional offer in return for receiving optional

goods or services. Any charges or obligations you incur in your dealings with these third parties are your responsibility. Adolade makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked from our Services, and will not be liable for any claim relating to any third-party content, goods and/or services. The linked sites are not under the control of Adolade and may collect data or solicit personal information from you. Adolade is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement by Adolade of these linked sites.

5. COPYRIGHT NOTICES/COMPLAINTS

Adolade respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have 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; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Adolade will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Adolade
Attn: LEGAL DEPARTMENT
P.O. Box 82545
Lincoln, NE 68501-5310

6. UPDATES TO THE SERVICE

You understand that the Service is an evolving one. Adolade may require that you accept updates to the Services. You acknowledge and agree that Adolade may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Service.

7. DISCLAIMERS/LIMITATIONS/WAIVERS/INDEMNIFICATION

7.1. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER ADOLADE NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, ORGANIZERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "ADOLADE PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME ADOLADE PARTIES MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME WITHOUT NOTICE TO YOU.

7.2. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE ADOLADE PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

PARTICIPATING IN ANY PHYSICAL ACTIVITY INVOLVES SOME RISK OF PHYSICAL INJURY OR DEATH. ADOLADE PARTIES DO NOT ASSUME ANY RESPONSIBILITY FOR THE CONTENT OF ADOLADE, FOR THE BEHAVIOR OF USERS, OR FOR ANY OTHER RISK OF BODILY INJURY OR DEATH ARISING IN CONNECTION WITH USING ADOLADE. ADOLADE PARTIES ARE NOT RESPONSIBLE FOR ENSURING ACCESS TO THE LOCATIONS WHERE ADOLADE IS USED. USERS PARTICIPATE IN ADOLADE AT THEIR OWN RISK.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE ADOLADE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE ADOLADE PARTIES

LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

UNDER NO CIRCUMSTANCES WILL THE ADOLADE PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID ADOLADE IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ADOLADE ANY AMOUNTS IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ADOLADE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR SPECIAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF ADOLADE.

7.3. Indemnification

You agree to indemnify, save, and hold Adolade, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. Adolade reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Adolade, and you agree to cooperate with Adolade's defense of these claims. Adolade will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

You agree that the provisions in this paragraph will survive any termination of your Account(s) or of the Service.

8. DISPUTE RESOLUTION

8.1. General

If a dispute arises between you and Adolade, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you

and Adolade agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we otherwise agree with you in writing. Before resorting to these alternatives, We strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

8.2. Law and Forum for Legal Disputes

If you are a resident of the United States this Agreement and any dispute arising out of or related to it or the Service shall be governed in all respects by the laws of the State of Nebraska as they apply to agreements entered into and to be performed entirely within Nebraska between Nebraska residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Adolade, must be resolved exclusively by a state or federal court located in Nebraska, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any object to proceeding in such courts. If you choose to gain access to the Service from locations other than Nebraska, you will be responsible for compliance with all local laws of any such other location, and in no event will you use the Service in violation of U.S. export laws or regulations.

8.3. Arbitration Option

For any Claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

8.4. Improperly Filed Claims

All claims you bring against Adolade must be resolved in accordance with this Legal Disputes Section. All claims filed or brought contrary to Section 8.2 shall be considered improperly filed. Should you file a claim contrary to Section 8.2, Adolade shall be entitled to recover attorney's fees and costs up to \$1000, provided that

Adolade has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

9. SEVERABILITY

You and Adolade agree that if any portion of these Terms of Service or of the Adolade Privacy Policy is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

10. GENERAL PROVISIONS

10.1. Assignment

Adolade may assign or delegate these Terms of Service and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Adolade's prior written consent, and any unauthorized assignment and delegation by you is ineffective.

10.2. Supplemental Policies

Adolade may publish additional policies related to specific services such as forums, contests, advertising or loyalty programs. Your right to use the service is subject to those specific policies and these Terms of Service.

10.3. Entire Agreement

These Terms of Service, any supplemental policies and any documents expressly incorporated by reference herein (including the Adolade Privacy Policy), contain the entire understanding you and Us, and supersede all prior understandings, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us with respect to the Service.

10.4. No Waiver

Adolade's failure to require or enforce strict performance of any provision of these Terms of Service or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of Adolade's right to assert or rely upon any such provision or right in that or any other instance.

Adolade's express waiver of any provision, condition, or requirement of these Terms of Service or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by Adolade shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed Adolade officer.

10.5. Notices

Adolade may provide notifications to you via postings on www.Adolade.com, e-mail or any other communication means directed to contact information that you provide. Any notice that you provide Adolade shall be in writing and addressed to: Adolade Attn: LEGAL DEPARTMENT, P.O. Box 82545, Lincoln, NE 68501-5310. Any notices that you provide without compliance with this Section shall have no legal effect.

10.6. Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Service to Adolade are unique and irreplaceable, and Adolade shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in addition to monetary damages.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service and agree to limit your claims to claims for monetary damages, limited by Section 7.2 (if any).

10.7. Force Majeure

Adolade shall not be liable for any delay or failure to perform caused by factors outside the reasonable control of Adolade, including without limitation any failure to perform hereunder due to unforeseen circumstances beyond Adolade's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Effective Date of Terms: January 18, 2017.