

Zocial PTE. Ltd.

EpiPath™ End User License Agreement

Date of Most Recent Revision: April 24, 2020

1. INTRODUCTION

The EpiPath™ App (“**App**”) you have downloaded is provided by Zocial PTE. Ltd., (referred to hereinafter as “**Zocial**” or “**we**” (including objective “**us**” and possessive “**our**”). This “End User License Agreement” (“**Agreement**”) constitutes the Agreement between you, the end user (“**User**,” or “**you**,” including possessive “**your**,”), and Zocial in regard to your use of the App, and any additional services which we provide. In this Agreement, the App and any additional services we provide are referred to collectively as our “**Services**.” Accordingly, please read this Agreement carefully, because it constitutes a written contract between you and Zocial in regard to your use of our Services, and it affects your legal rights and obligations. Each time you access and/or use our Services, you agree to be bound by and comply with all the terms and conditions of this Agreement. Therefore, do not use the Services if you do not agree to all of the terms of this Agreement.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THE SERVICES DO NOT CONSTITUTE MEDICAL DIAGNOSIS AND/OR MEDICAL TREATMENT OF ANY KIND OR IN ANY MANNER WHATSOEVER, AND THAT THE SERVICES ARE NOT INTENDED BY ZOCIAL TO BE EQUIVALENT TO OR A SUBSTITUTE FOR MEDICAL DIAGNOSIS AND/OR TREATMENT PROVIDED BY A TRAINED AND CERTIFIED MEDICAL DOCTOR OR OTHER TRAINED AND CERTIFIED MEDICAL PROFESSIONAL. IF YOU BELIEVE YOU HAVE SYMPTOMS OF ANY DISEASE OR MALADY, PLEASE SEEK MEDICAL ASSISTANCE FROM A TRAINED HEALTH CARE PROFESSIONAL.

Also, please note that Zocial reserves the right to modify, change, amend, update, or supplement the terms and conditions of this Agreement at any time; and, while we may indicate the effective date of the most recent update of this Agreement on the App, Zocial reserves the right to modify, change, amend, update, or supplement the terms and conditions of this Agreement without advance notice to Users of the Services. Therefore, we recommend that you review this Agreement from time to time to determine if changes have been made to this Agreement.

2. CONTENT.

A. Content.

The Services contain, or may contain, a variety of materials and other items relating to Zocial and its products and services (whether or not such products and services are part of this App), and similar items from our licensors, partners, vendors, network members, and other third parties who support us or are affiliated with us (“**Partners**”). All content in the Services, including, but not limited to, all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the App, and the compilation, assembly, and arrangement of the materials of the Services and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Zocial (including ZOCIAL and the ZOCIAL Logo) and those owned by third parties and licensed to Zocial (collectively, “**Trademarks**”), and other forms of intellectual property are defined collectively as “**Content**,” which term includes all of the foregoing.

B. Ownership of Content.

The Services and the Content (including any past, present, and future versions) either owned by Zocial or controlled by Zocial through licenses granted to Zocial by its Partners. All right, title, and interest in and to the Content available via the Services is the property of Zocial or of its Partners, and is or may be protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property and unfair competition laws. In addition to Zocial’s copyright ownership of the Content, Zocial owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content. “**Intellectual Property Rights**,” as used in this Agreement, means any and all rights belonging to Zocial and existing under patent law, copyright law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect in any jurisdiction throughout the world, as invoked by any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any proprietary and/or confidential information. As between you and Zocial, Zocial retains all its respective titles, interests, and ownership in the App and the Content, and you understand and acknowledge that neither you nor any other User acquires any ownership in any Zocial intellectual property or any Intellectual Property Rights invoked by the App or the Content under this Agreement.

C. Limited License Granted to You.

Subject to your strict compliance with this Agreement, Zocial grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license (the “**Limited License**”) to do the following:

(1) download (for temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in any form, other than as made available to access and use via a standard web browser to enable display) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, an “**Internet Access Device**”) for your personal, non-commercial use only; and

(2) use certain Content that we may make available explicitly for you for use as part of your User Data (defined below), which Content is defined hereinafter as “**Zocial Licensed Elements**,” but your use of the Zocial Licensed Elements must be restricted to only such purposes as may be explicitly stated at the time that the Zocial Licensed Elements are made available in the Services.

The foregoing Limited License does not give you any ownership of, or any other intellectual property interest in, any Content, and Zocial reserves the right to suspend or terminate, at any time and for any reason, your Limited License without any advance notice to you, and without any liability. This Agreement includes only narrow, limited grants of rights to Content and to use and access the Services. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Zocial. Any unauthorized use of any Content or the Services for any purpose is strictly prohibited.

D. Rights of Others.

In using the Services, you must respect the rights of others. Your unauthorized use of Content or the Services may violate rights owned by Zocial or its Partners, and/or your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws. If you make unauthorized use of Content owned by Zocial or its Partners or of materials owned by a third party, your use may result not only in the termination or suspension of your account or your ability to use the Services, but also in personal liability for you, as well as potential criminal liability.

E. Third-Party Websites.

The App may provide links to other websites operated by third parties who are not related to, affiliated with, or endorsed by Zocial. Because Zocial has no control over such third-party websites, you understand and acknowledge that Zocial is not responsible for the availability of such websites and bears no responsibility or liability whatsoever for any content, advertising, services, products, or other materials on or available from such websites. Accordingly, you acknowledge and agree that Zocial shall have no responsibility or liability, directly or indirectly, for any damage or loss suffered by you and caused directly or indirectly by such third-party websites. Further, you understand, acknowledge, and agree that this Agreement does not apply

to third-party websites and that your use of such websites is subject to the terms and conditions and policies of the owner or owners of such third-party websites.

3. USER DATA.

A. Your Ownership of Your User Data.

Zocial will provide Users with the opportunity to post, upload, or enter through the Services (collectively, “**submit**”) information necessary for the App to provide optimum functionality (“**User Data**”). Subject to the rights and license you grant to Zocial in this Agreement (see below), you retain whatever legally cognizable right, title, and interest that you have in your User Data. You understand and acknowledge that Zocial has no obligation to monitor or enforce your intellectual property rights to your User Data.

B. Your User Data Must Be Anonymous.

Zocial will strictly maintain its Privacy Policy <https://zocial.io/privacy/> in regard to personally identifiable information (hereinafter, “**PII**”), that you provide as part of your account profile when you register to use the App, but you agree not to use the Services to post or share any PII regarding yourself or another person, including, but not limited to, names, addresses, telephone numbers, email addresses, credit card numbers, social security numbers, bank account numbers, private health information or records regarding you or another person, or other private information which relates to you or to another specific individual. Under this Agreement, you acknowledge that your User Data is non-confidential, unless Zocial provides you, in advance, with affirmative confirmation that your privacy will be secure. Further, you acknowledge that the Internet may be subject to breaches of security and that you are aware that submissions of User Data may not be secure for reasons beyond the control of Zocial, and you therefore undertake to refrain from including any PII in your User Data.

C. The License You Grant to Zocial Regarding Your User Data.

You hereby grant to Zocial a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to aggregate, analyze, copy, record, distribute, reproduce, disclose, sublicense, display, transmit, translate, make derivative works of, and otherwise use all or any portion of your User Data in any manner related to the Services and/or the purpose and functionality of the App, in all formats, on or through any media, software, formula, or medium now known or yet to be developed in the future, and with any technology or devices now known or yet to be developed in the future. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section because, you understand and acknowledge, you are granting this license to your User Data as a pre-condition to your use of the Services.

Further, you understand and acknowledge that the license you are granting to Zocial is perpetual and will continue in full force and effect even if you discontinue your use of the Services.

D. Zocial’s Exclusive Right to Manage All User Data.

Zocial may, but has no obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User Data, and Zocial may, in its sole discretion, delete, move, re-format, delete, remove or otherwise make use of your User Data without notice to you and without any liability to you or any third party. Zocial reserves the right to treat User Data as content stored at the direction of Users for which Zocial will not exercise any control except to block or remove content that comes to Zocial's attention and illegal or otherwise objectionable in Zocial’s sole discretion and judgment; or, to enforce the rights of third parties or the content restrictions set forth in other provisions of this Agreement, when notice of a violation comes to Zocial’s attention. You understand and acknowledge that Zocial has no obligation to post, display, maintain, store, access, cache, or archive your User Data for any specific period of time.

E. Zocial’s Enforcement Rights in User Data.

You grant Zocial the right to protect and enforce its licensed rights to your User Data on your behalf at Zocial’s cost and expense, and to initiate such enforcement action without consulting you ahead of time. You hereby consent and irrevocably appoint Zocial as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest, for the enforcement of Zocial’s licensed rights to your User Data.

F. Your Representations and Warranties for Your User Data.

Each time you submit any User Data, you represent and warrant the following:

- (1) that you are over the age of eighteen; and
- (2) that the User Data is accurate; and
- (3) that the User Data is not objectionable from a legal or community morality standard; and
- (4) that the User Data does not infringe any intellectual property or other right of any third party; and
- (5) that the User Data will not violate this Agreement.

G. Zocial’s Right to Use Non-Personally Identifiable Information.

You acknowledge and agree that part of the functionality of the App is to generate geographical information related to a pandemic or potential pandemic, and, accordingly, you acknowledge and agree that Zocial may aggregate anonymous non-PII information about Users, including you, and User behavior in using the Services and activities related to the Services, including demographic

and geographical location information, without any compensation or royalty owed to you or to any other User.

4. USER CONDUCT.

You hereby understand, acknowledge, and agree that you will not do any of the following: alter, modify, edit, amend, abridge, add to, delete from, adapt, repackage, or change any of the Content or the Services in whole or in part; *and/or* remove any notices of copyright, any watermarking, or any other proprietary notices or language referring to Zocial's ownership of the Content and the Services; *and/or* copy, reproduce, publish, distribute, or redistribute any of the Content, in whole or in part, to any person who is not an authorized User of the Services; *and/or* attempt to sell, resell, lend, lease, license, sublicense, assign, or otherwise transfer or attempt to transfer the Content, the Services, any rights granted under this Agreement, or any intellectual property or Intellectual Property Rights owned by Zocial to any other person or entity; *and/or* provide any other person or entity access to the Services by means of your username and/or your password; *and/or* attempt to lend, lease, license, sublicense, transfer, assign, sell, or resell your username(s) and password(s) to any other person or entity; *and/or* decompile, disassemble, translate or reverse engineer any portion of the Services or the Content, or otherwise discover or duplicate any technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any portion of the Services or the Content; *and/or* monitor, gather, copy, or distribute such Content (except as may be a result of standard search engine or activity or use of a standard Internet browser) on the Services by using any robot, rover, "bot," spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; *and/or* frame or use framing techniques to enclose any Content (including any images, text, or page layout) and display any Content within the frame on a third-party app or website; *and/or* insert any code or product to manipulate Content in any way that affects, adversely or otherwise any other User's experience with the Services; *and/or* make or attempt to make any commercial use or exploitation of the Services or any of the Content; *and/or* circumvent, disable or otherwise interfere with the security features of the Services or the Content, or any features that prevent or restrict use or copying of any Content or enforce limitations on use of the Content; *and/or* collect or harvest any PII, including usernames and passwords, from the Services; *and/or* create multiple accounts by manual or automated means or under false or fraudulent pretenses; *and/or* create or transmit unwanted electronic communications or "spam" to other Users of the Services; *and/or* transmit any viruses, worms, defects, Trojan horses or other code sequence or routines of a destructive nature on or in the Services; *and/or* use the Services to violate the security of any computer network, to crack passwords or security encryption codes, or to transfer or store illegal material; *and/or* use any metatags or any other "hidden text" utilizing any Zocial trademarks *and/or* use any device, software or routine that interferes with the proper working of the Services or the Content; *and/or* claim the Services or any of the Content as your property, your creation, or your work of authorship, in whole or in part; *and/or* contest or dispute Zocial's ownership of all intellectual property in the Services and all Intellectual Property Rights invoked by the Services and the Content; *and/or* use the Content after the termination date of your account; *and/or* fail at any time to provide true, accurate, complete, and current account registration data and

information and User Data; *and/or* engage in any activities through or in connection with the Services that seek to do harm to any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, salacious, injurious, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Zocial in its sole discretion; *and/or* use the Services and/or the Content, in whole or in part, in any manner not authorized by this Agreement.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT ANY VIOLATION OF THE FOREGOING PROVISIONS MAY, IN ZOCIAL'S SOLE DISCRETION AND JUDGMENT, SUBJECT YOU TO THE IMMEDIATE SUSPENSION OR TERMINATION OF YOUR ACCOUNT, AND MAY SUBJECT YOU TO CRIMINAL LIABILITY AND/OR LIABILITY FOR DAMAGES, COSTS, EXPENSES, OR FEES (INCLUDING ATTORNEY'S FEES) INCURRED BY ZOCIAL IN ENFORCING ITS RIGHTS AGAINST YOU UNDER THIS AGREEMENT.

5. USER ACCOUNTS.

A. Registration.

To access or use some features of the Services, you must become a registered User. If you are under the age of eighteen, you are considered to be a minor and you may not become a registered User. The Services' practices governing any resulting collection and use of your registration are disclosed in the Zocial Privacy Policy posted on the Zocial website <https://zocial.io/privacy/>. You acknowledge and agree that your decision to register is purely voluntary.

B. Usernames and Passwords.

When you become a registered User, you will select your own password at the time of registration (or we may send you an email notification with a randomly generated initial password) and you agree to the following:

(1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property rights or other right of any person or entity, or that is offensive (Zocial may reject the use of any password, username, or email address for any reason in our sole discretion); and

(2) You will provide accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as you use the features to which the registration relates; and

(3) You are solely responsible for all activities that occur on or in the Services under your account, password, and username, including all activities; and

(4) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your computer, phone, pad, tablet, or other Internet Access

Device, so that others may not access any password protected portion of the Services using your name, username, or password; and

(5) You will immediately notify Zocial of any unauthorized use of your account, password, or username, or any other breach of security; and

(6) You will not sell, transfer, or assign your account or any account rights.

Zocial shall have no liability for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

C. Termination of Your Account.

If any information that you provide as part of your account registration is false, inaccurate, outdated, incomplete, or violates this Agreement, or any legal requirement or state or federal law, then Zocial may suspend or terminate your account in its sole discretion. Zocial also reserves the general right to terminate your account or suspend or otherwise deny you access to it or its benefits - all in our sole discretion, for any reason, and without advance notice to you or any liability to you or to any third party.

D. Services Access Charges.

Zocial reserves the right, upon reasonable notice, to charge for access to some or all of the Services, charge for access to premium functionality or Content on some or all of the Services. Zocial further retains the right to change the terms and conditions for accessing the Services or portions of the Services; and the right to restrict access to the Services or portions of the Services, in whole or in part, based on any lawful eligibility requirements Zocial may elect to impose (e.g., geographic or demographic limitations). Zocial may modify, revalue, increase, or decrease fees due from Users for various Content features on or in the Services at its sole discretion without advance notice or liability.

E. Your Use of an Internet Access Device and Third-Party Components.

You understand and agree that your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by you to access the Services (“**Third-Party Components**”) are the sole and exclusive responsibility of you alone, including all costs of your use of such Third-Party Components, and that Zocial has no responsibility for such third-party components, services, or your relationships with such third parties. You agree that you shall at all times comply with the lawful terms and conditions of your agreements with such third parties. Zocial does not represent or warrant that the Services and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Services.

F. Wireless Features.

The Services may offer certain features and services that are available to you via your wireless Internet Access Device. These features and services may include the ability to access the Services's features and upload content to the Services, receive messages from the Services, and download applications to your wireless Internet Access Device (collectively, "**Wireless Features**"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Internet Access Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier directly with questions regarding these issues. You understand and acknowledge that Zocial has no responsibility or liability for your ability or inability to access or take advantage of any Wireless Features due to your carrier, your phone service plan, your Internet Access Device, or any other Third-Party Component.

G. Customer Service.

Zocial will respond to consumer service requests and other similar inquiries if properly communicated to Zocial. Please contact us at info@zocial.io.

6. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

You represent and warrant the following in respect of this Agreement:

- A.** You have the necessary authority to enter into this Agreement and you understand its terms; and
- B.** You are over the age of eighteen; and
- C.** You do and will cooperate with all of the instructions, rules, and procedures that apply to your use of the Services; and
- D.** You have provided and will continue to provide true, accurate, current, and complete registration information and User Data; and
- E.** You will respect and abide by all of your obligations under this Agreement, and you will perform your obligations under this Agreement diligently; and
- F.** You will comply with all laws and regulations applicable to this Agreement.

7. YOUR INDEMNIFICATION RESPONSIBILITIES.

You shall indemnify and hold harmless Zocial, its parent company, its officers, directors, employees, agents, and representatives from, and, at your expense, shall defend Zocial against, any loss, damage or expense (including reasonable legal costs) that Zocial incurs or becomes liable for as a result of any breach by you of any of the terms of this Agreement; any negligent, reckless or willful act or omission by you or your agents or others for whom you are responsible; any failure by you to comply with applicable laws in performing under this Agreement; any misuse by you of the Services and/or the Content; or, any claim made against Zocial by any third party for which Zocial is not liable under this Agreement, and which arises as a consequence of your use of the Services. You shall reimburse Zocial for its expenses under this Section as they are incurred. Zocial shall have the right, at its own expense, to participate in the defense of any claim, action or proceeding against which it is indemnified hereunder. You, in the defense of any such claim, action, or proceeding arising under this Section shall not, except with the written consent of Zocial, enter into any settlement which adversely affects Zocial's rights or which does not include, as an unconditional term, a release granted to Zocial of all liabilities in respect of such claim, action or proceeding.

8. YOUR ASSUMPTION OF THE RISK IN USING THE SERVICES.

BECAUSE YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THE SERVICES DO NOT CONSTITUTE MEDICAL DIAGNOSIS AND/OR MEDICAL TREATMENT OF ANY KIND OR IN ANY MANNER WHATSOEVER AND THAT THE SERVICES ARE NOT INTENDED BY ZOCIAL TO BE EQUIVALENT TO OR A SUBSTITUTE FOR MEDICAL DIAGNOSIS AND/OR TREATMENT PROVIDED BY A TRAINED AND CERTIFIED MEDICAL DOCTOR OR OTHER TRAINED AND CERTIFIED MEDICAL PROFESSIONAL; THEREFORE, YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU ARE RESPONSIBLE FOR AND ASSUME ALL RISK IN REGARD TO YOUR USE OF THE SERVICES AND YOUR ACTIVITIES RELATED TO THE SERVICES.

9. NO OTHER WARRANTIES FROM ZOCIAL.

ZOCIAL'S REPRESENTATIONS AND WARRANTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES PROVIDED BY ZOCIAL WITH RESPECT TO THE SERVICES AND THE CONTENT, AND ANY OTHER ITEM OR SERVICE PROVIDED BY ZOCIAL. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBJECT ONLY TO THE EXPRESS WARRANTIES PROVIDED UNDER THE AGREEMENT, THE SERVICES, THE CONTENT, AND ANY OTHER ITEMS OR SERVICES ARE PROVIDED ON AN "AS-IS," AND "AS-AVAILABLE" BASIS. ZOCIAL EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; ANY

WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY YOU OR ANY USER AS A RESULT OF PROVISION OR USE OF THE SERVICES AND/OR THE CONTENT; AND ANY WARRANTY OF UNINTERRUPTED OR ERROR-FREE OPERATION OF OR ACCESS TO THE SERVICES OR CONTENT. ZOCIAL RESERVES THE RIGHT TO MODIFY AND OR REMOVE ANY PORTION OF THE SERVICES INCLUDING ANY CONTENT, AT ANY TIME, WITH OR WITHOUT NOTICE TO YOU OR TO OTHER USERS. NO ORAL OR WRITTEN INFORMATION BY ZOCIAL OR ANY OTHER ENTITY OR PERSON SHALL CREATE ANY ADDITIONAL REPRESENTATION OR WARRANTY BY ZOCIAL. ZOCIAL DOES NOT REPRESENT, WARRANT, OR GUARANTY TO YOU OR ANY USER ANY PARTICULAR RESULTS TO BE ACHIEVED AS A RESULT OF YOUR USE OF THE SERVICES AND/OR THE CONTENT. ZOCIAL MAKES NO WARRANTY FOR THE ACCURACY OF INFORMATION IN THE SERVICES AND /OR THE CONTENT AND DISCLAIMS ANY AND ALL LIABILITY FOR ANY INACCURACY IN THE SERVICES AND/OR THE CONTENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT ZOCIAL HAS NO RESPONSIBILITY OR LIABILITY FOR ANY ACTION YOU TAKE OR FAIL TO TAKE BASED ON YOUR USE OF THE SERVICES AND/OR THE CONTENT. ZOCIAL IS NOT LIABLE FOR ANY DAMAGES THAT YOU OR ANOTHER USER MAY SUFFER ARISING OUT OF USE, DELAY IN PROVIDING, OR INABILITY TO USE, THE SERVICES AND/OR THE CONTENT.

10. APP DISCLAIMER.

ZOCIAL UNDERTAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ALL LIABILITY ARISING FROM, ANY INABILITY OF YOU OR OTHER USERS TO ACCESS THE APP. ZOCIAL PROVIDES ACCESS TO THE APP ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND MAKES NO REPRESENTATION, WARRANTY, PROMISE, OR GUARANTY THAT THE APP WILL BE AVAILABLE OR FULLY OPERATIVE AT ANY TIME OR ON AN UNINTERRUPTED OR ERROR-FREE BASIS. ZOCIAL MAKES NO WARRANTY FOR THE ACCURACY OF INFORMATION IN THE APP AND DISCLAIMS ANY AND ALL LIABILITY FOR ANY INACCURACY IN THE APP. THE APP MAY CONTAIN ERRORS, GLITCHES, BUGS, OR OTHER DEFECTS, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDIES IN THE EVENT OF YOUR DISSATISFACTION WITH THE APP ARE FOR YOU TO NOTIFY ZOCIAL ABOUT YOUR DISSATISFACTION, IN WHICH CASE ZOCIAL WILL REVIEW THE COMPLAINT WITH ZOCIAL’S TECHNICAL EXPERTS, AND/OR TO STOP USING THE APP.

11. CONTENT DISCLAIMER.

ALTHOUGH ZOCIAL ASPIRES AND ATTEMPTS TO PROVIDE HIGH QUALITY AND ACCURATE CONTENT, ZOCIAL IS NOT RESPONSIBLE FOR ANY PERCEIVED FALSE, MISLEADING, INCOMPLETE, INACCURATE, OR OTHERWISE DEFECTIVE CONTENT. CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, NOT AS MEDICAL ADVICE OR AS A COURSE OF TREATMENT, AND ZOCIAL IS NOT

RESPONSIBLE FOR ANY RELIANCE UPON CONTENT BY YOU OR OTHER USERS, OR BY ANY THIRD PARTY. FURTHER, ZOCIAL IS NOT RESPONSIBLE FOR ANY ACTIONS YOU TAKE OR FAIL TO TAKE BASED ON THE CONTENT. ZOCIAL MAKES NO REPRESENTATIONS OR CLAIMS TO TREAT OR CURE ANY MEDICAL CONDITIONS OR TREAT OR CURE ANY DISEASES, MALADIES, SICKNESSES, OR AFFLICTIONS. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDIES IN THE EVENT OF DISSATISFACTION WITH THE CONTENT IS FOR YOU TO NOTIFY ZOCIAL ABOUT YOUR PERCEPTIONS OF THE CONTENT (IN WHICH CASE ZOCIAL WILL REVIEW THE COMPLAINT(S) WITH ITS SUBJECT MATTER EXPERTS) AND/OR TO STOP USING THE CONTENT.

12. LIMITATION OF LIABILITY FOR ZOCIAL.

IN NO EVENT WILL ZOCIAL'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES OR THE CONTENT, OR ANY OTHER ITEMS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CLAIM OR FORM OF ACTION, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ZOCIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. YOU UNDERSTAND AND ACKNOWLEDGE THAT ZOCIAL'S MAXIMUM AGGREGATE LIABILITY TO YOU UNDER OR RELATING TO THIS AGREEMENT UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED AN AMOUNT, IN AGGREGATE, EQUAL TO THE FEES PAID BY YOU TO ZOCIAL IN THE TWELVE MONTHS PRIOR TO WHEN THE DAMAGES FIRST AROSE. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR RELATIONS WITH OTHER USERS, AND THAT ZOCIAL SHALL NOT BE LIABLE TO YOU OR ANY OTHER USERS, UNDER ANY CIRCUMSTANCES, FOR ANY DISPUTE THAT ARISES BETWEEN YOU AND ANOTHER USER OF THE SERVICES OR THE CONTENT.

13. GENERAL PROVISIONS.

A. Governing Law and Dispute Resolution.

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California. Disputes arising under this Agreement shall proceed through three levels of resolution, if necessary: negotiations between you and Zocial, mandatory mediation, and court proceedings. Any dispute which arises under this Agreement and cannot be resolved by good-faith negotiations between the parties within ninety (90) days must be submitted for a mandatory mediation procedure in San Francisco, California before a neutral mediator chosen and appointed by Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The mediation shall take place on within forty-five (45) days after the mediator has been

appointed, and at the direction of the mediator. The mediation shall take place on one business day and shall last no longer than ten (10) hours unless the parties mutually agree to an extension of the mediation procedure. The mediator shall apply U.S. and California law to substantive issues and the JAMS procedural rules for Commercial Mediation to procedural issues. The parties shall bear their own costs for the mediation, and they shall split equally the costs and fees of the mediator. If either party is unsatisfied with the resolution provided by the mediator, either party may file a claim in the appropriate state or federal court sitting in the Northern District of California. You hereby consent and absolutely agree to the jurisdiction of state and federal courts sitting in the Northern District of California for resolving any disputes arising under this Agreement which cannot be resolved either by negotiations or by mediation between you and Zocial.

(1) Zocial’s Right to Injunctive Relief.

The foregoing provision regarding dispute resolution will not apply to any legal action taken by Zocial to seek an injunction or other equitable relief in connection with any loss, cost, expense, or damage (or any threatened or potential loss, cost, expense, or damage) relating to the Services, the App, any Content, your User Data and/or Zocial’s Intellectual Property Rights, Zocial’s operations, and/or Zocial’s other products or services.

(2) Your Waiver of Injunctive or Equitable Relief.

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSSES, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICES, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT ORDER OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY SERVICES, CONTENT, USER DATA, UNSOLICITED IDEAS AND MATERIALS, PRODUCT, SERVICE, OR OTHER INTELLECTUAL PROPERTY OWNED, LICENSED, OR CONTROLLED BY ZOCIAL (INCLUDING YOUR LICENSED USER DATA) OR BY A PARTNER OF ZOCIAL.

B. Updates to this Agreement.

Zocial reserves the right to modify this Agreement at any time without prior notice (“**Updated Terms**”). You agree that we may notify you of the Updated Terms by posting them on the App or on the Zocial website so that they are accessible via a link, and that your access and/or use of the Services after we post the Updated Terms constitutes your agreement to the Updated Terms and to the most recent version of this Agreement. The Updated Terms will be effective as of the time that Zocial posts them, or such later date as may be specified in them. You understand and acknowledge that Zocial shall only be posting the most recent version of this Agreement, that you are bound by the most recent version of this Agreement at any time you use or access Services in any manner, and, therefore, you agree that it is your responsibility to review this Agreement on a regular and frequent basis.

C. International Issues.

In the United States, Zocial controls and operates the Services from its offices in California, U.S.A. Zocial makes no representation that the Services is appropriate or available for use beyond the U.S.A. If you use the Services from other locations, you are doing so of your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. Subject to the terms of this Agreement, Zocial reserve the right to limit the availability of, restrict access to, or discontinue the Services and/or any Content, program, product, service, or other feature described or available on or in the Services to any person, entity, geographic area, or jurisdiction, at any time and in Zocial's sole discretion, and to limit the quantities of any content, program, product, service, or other feature that Zocial provides. Some content, programs, services, or features may be available on this or only on a subscription or fee basis.

D. Severability and Interpretation.

If any provision of this Agreement is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in this Agreement, the word will be deemed to mean "including, without limitation."

E. Communications.

Whenever you communicate with Zocial electronically, such as via e-mail and text message, you consent to receive communications from Zocial electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

F. Law Enforcement and Termination of Accounts.

Zocial reserves the right, without any limitation, to investigate any suspected breaches of its security or its information technology or other systems or networks, investigate any suspected breaches of this Agreement, investigate any information obtained by Zocial in connection with reviewing law enforcement databases or complying with criminal laws, involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, prosecute violators of this Agreement, and discontinue the Services, in whole or in part, or suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Zocial under this Agreement. Upon suspension or termination of your access to the Services, or upon notice from Zocial, all rights granted to you under this Agreement will cease immediately, and you agree that you will

immediately discontinue use of the Services. The provisions of this Agreement, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Zocial in this Agreement, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

G. Assignment.

Zocial may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any advance notice to you or other Users. This Agreement may not be assigned by you or by any other User in whole or in part.

H. No Waiver.

Except as expressly set forth in this Agreement, no failure or delay by you or Zocial in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

I. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between you and Zocial.

J. Complete Agreement.

This Agreement contains your entire understanding with Zocial with respect to the subject matters covered by this Agreement, and it supersedes any and all prior oral or written proposals or understandings.