

Terms of Use Agreement

This Terms of Use Agreement was last updated on January 23, 2015.

Welcome to the Vunify [**media, entertainment and sports personalization service**] (the “**Service**”) operated by Tuber, LLC Doing Business As Vunify (“**Vunify**”, “**we**” or “**us**”) with offices at 460 East Paces Ferry Road, Atlanta, Georgia, U.S.A. 3030305. This Terms of Use Agreement (the “**Terms of Use**”) constitutes a binding agreement between us and you and governs your access and use of the Service. The Service is available by accessing and using a software application (the “**Application**”) available on our website located at www.vunify.com (the “**Website**”) or by downloading, accessing and using a software application on your mobile device (the “**Mobile App**”). The Service also includes all other content, services and features provided on the Website and certain third-party websites and digital experiences. Whether you are a casual visitor to the Website, access and use the Application as a Member (as defined below), or have downloaded the Mobile App to your mobile device (collectively, a “**User**”), these Terms of Use apply to you.

BY (A) VISITING OR USING THE WEBSITE; (B) ACCESSING, ACTIVATING OR USING THE SERVICE; OR (C) CREATING AN ACCOUNT (WHETHER THROUGH VUNIFY OR A THIRD PARTY), YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND AGREE TO OUR COLLECTION, USE AND STORAGE OF CERTAIN PERSONAL INFORMATION ABOUT YOU AS OUTLINED IN OUR PRIVACY POLICY (see Section 3, below). For persons accessing the Service through a third party website, social networking site or service (a “**Social Networking Site**”), you also agree to comply with the applicable third party’s terms of service or use, as applicable.

1. Updates to Terms of Use and Changes to the Service.

THESE TERMS OF USE MAY BE AMENDED OR CHANGED BY US IN OUR DISCRETION, WITH OR WITHOUT NOTICE, AT ANY TIME. Such amendments will become effective immediately upon posting on the Website, except the applicable amendment will not apply with respect to any dispute that we had actual notice about prior to the effectiveness of the applicable amendment. We indicate at the top of the page when these Terms of Use were last updated. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms of Use. Your continued access or use of the Service following changes to these Terms of Use will be deemed acceptance of the applicable changes. If you do not agree to any of the terms of these Terms of Use or any future Terms of Use Agreement, do not use or access (or continue to access) the Service.

2. Eligibility.

If you are entering into these Terms of Use on behalf of your employer, or any other entity or person, you represent that you are duly authorized by your employer, such other entity or such person to enter into these Terms of Use which will be binding upon both you individually and such employer, other entity or person (and “you” as used in these Terms of Use shall refer to both). You may access or use this Service only if you are of the legal age to form a binding contract with Vunify, and only in compliance with these Terms of Use and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of these Terms of Use. The Service is not available to any Users previously removed from the Service by Vunify.

3. Privacy.

Any personal information submitted online through the Service by you is subject to our Privacy Policy located at www.vunify.com/legal/privacy, which is incorporated herein by reference. PLEASE REVIEW

OUR PRIVACY POLICY TO UNDERSTAND OUR PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION.

4. Security.

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or access or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

5. Accounts.

You do not have to register with us in order to visit the Website or download the Mobile App. To access certain features of the Service, though, such as using the Application, saving shows or channels, or sharing your favorite shows and channels, you will need to register with Vunify and create a “**Member**” account. Your Member account gives you access to certain services and functionality that we may establish and maintain from time to time and in our sole discretion. If you use the Service to connect with any Social Networking Site, you give us permission to access and use your information from that Social Networking Site (as permitted by that Social Networking Site), and to store your log-in credentials for that Social Networking Site as well as provide information about you to that Social Networking Site.

You may never use another Member’s account to access or use the Service. When creating your account, you must provide accurate and complete information. You are solely responsible for all activity that occurs on your account, whether or not you are the individual who undertakes such activities, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Vunify immediately at info@vunify.com of any breach of security or unauthorized use of your account. Vunify will not be liable for any losses caused by any unauthorized use of your account.

6. Email Notices.

By providing us your email address (including by "liking," "following," linking your account, adding the Vunify service, etc., on a Social Networking Site) you consent to our using your email address to send you Service-related notices, in lieu of communication by postal mail or other methods, except as otherwise required by applicable law. You also agree that we may send you notifications of activity on the Service to the email address you give us, in accordance with any applicable privacy settings. We may use your email address to send you other messages, such as newsletters, changes to features of the Service, special offers and reminders and suggestions for programs to watch based on certain features of the Service that you may elect to sign up for. If you do not want to receive these marketing email messages, you may opt out by using the “unsubscribe” option in the applicable email or by changing your account settings. Opting out may prevent you from receiving email messages regarding updates, improvements or offers. Please also note that if you do opt out of receiving marketing messages from us, we may still send you important administrative messages, and you cannot opt out from receiving administrative messages.

7. Use and Participation in the Service; Assumption of Risk.

The Service is designed for personal, entertainment and informational purposes only. Various features of the Service will include links to Content (as defined below) hosted and served from third party websites. Some Content and some of these websites may contain materials that may be deemed mature, offensive, indecent, objectionable, unlawful, or inaccurate. Providing access to the Content or these links does not mean that we endorse the Content, these third party websites or services. You acknowledge and agree that we are not responsible or liable to you for any Content or other materials hosted and served from these

third party websites. The Service is a consumer service and is not designed to be used in connection with your, your employers' or contractors' commercial activities. If you choose to do so, it is entirely at your own, and your employer's or contractor's risk.

The Service is intended for general audiences. Parents and guardians who permit their children to use the Service should supervise such access to the Service by minors and are responsible for ensuring that the Content is suitable for those children. Such Content may not specifically be intended to be accessed by children.

8. Service Requirements.

You must provide at your own expense the equipment and Internet connections that you will need to access and use the Service. If you elect to use your wireless applications (such as cell phones or wifi connections) to use certain features of the Service, including the Mobile App, your wireless carrier may charge standard fees for alerts, text messaging (including receiving/sending instant messages and e-mail), web browsing and other services that require the use of airtime and wireless data services. Check with your carrier to verify whether there are any such fees that may apply to you. You are solely responsible for any costs you incur to access the Service through any wireless or other communications service. If you use the Service via the Mobile App, you agree that we may communicate with you regarding the Service by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Service on the mobile device may be communicated to us.

9. Our Proprietary Rights.

Except for your Personal Content (as defined below), the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "**Content**"), and all intellectual property rights related thereto, are the exclusive property of Vunify and its licensors. Except as explicitly provided herein, nothing in these Terms of Use shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content (other than your own Personal Content) accessible on the Service. Use of the Content or materials on the Service for any purpose not expressly permitted by these Terms of Use is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("**Feedback**"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Vunify under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Vunify does not waive any rights to use similar or related ideas previously known to Vunify, or developed by its employees, or obtained from sources other than you.

10. End User License Grant.

Subject to the terms and conditions of these Terms of Use, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable, personal license to access and use the Service. Vunify reserves all rights not expressly granted herein in the Service and the Content. Vunify may terminate the foregoing license at any time for any reason or no reason.

To use the Mobile App you must have a mobile device that is compatible with the Mobile App. Vunify does not warrant that the Mobile App will be compatible with your mobile device. Vunify hereby grants you a non-exclusive, limited, non-transferable, freely revocable license to use a compiled code copy of the Mobile App for one Vunify Member account on one mobile device owned or leased solely by you, for your personal use. You may not: (a) modify, disassemble, decompile or reverse engineer the Mobile App, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile App to any third party or use the Mobile App to provide time sharing or similar services for any third party; (c) make any copies of the Mobile App; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile App, features that prevent or restrict use or copying of any content accessible through the Mobile App, or features that enforce limitations on use of the Mobile App; or (e) delete the copyright and other proprietary rights notices on the Mobile App. You acknowledge that Vunify may from time to time issue upgraded versions of the Mobile App, and may automatically electronically upgrade the version of the Mobile App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms of Use will apply to all such upgrades. Any third-party software that may be incorporated in the Mobile App is covered by the applicable open source or third-party end user terms, if any, authorizing use of such software. The foregoing license grant is not a sale of the Mobile App or any copy thereof, and Vunify or its third party licensors retain all right, title, and interest (including all intellectual property rights) in and to the Mobile App (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms of Use, is void. Vunify reserves all rights not expressly granted under these Terms of Use. The Mobile App originates in the United States, and is subject to United States export laws and regulations. The Mobile App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile App may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile App and the Service.

11. User Guidelines and Restrictions; Prohibited Content.

You agree that you will *not* in connection with your access and use of the Service:

- (a) Abuse or harass any other User or person;
- (b) Collect or store personally identifying information about other Users for commercial or unlawful purposes;
- (c) Impersonate any person or entity;
- (d) Employ misleading email addresses or mobile numbers or falsify information in any part of any communication related to the Service;
- (e) Engage in any activity which may compromise the stability or availability of the Service or use the Service to compromise the availability or stability of any third party website or service;
- (f) Use the Service for any unsolicited advertising or promotions;
- (g) Use automated means, including spiders, robots, crawlers or the like to download data from the Service or any related server or database;
- (h) Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Service, or any portion thereof;

(i) Circumvent any security measures or any payment collection methods employed on or through the Service, or access or use the Service after your account, these Terms of Use or your access has been terminated or suspended by us;

(j) Upload, post, email, otherwise transmit or post links to any content or material, or select any User name or email address, in a manner that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable;

(k) Upload, post, email, otherwise transmit or post links to any content or material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any person, or that contributes to, induces or facilitates this type of infringement;

(l) Upload, post, email, otherwise transmit or post links to any content or material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Service or any third party software, site, equipment or service;

(m) Upload, post, email, otherwise transmit or post links to any content or material that violates any applicable law, statute, ordinance or regulation, or which we deem improper in accordance with our guidelines and policies; or

(n) By-pass the measures we may use to prevent or restrict access to the Service, including but not limited to, features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

12. Personal Content.

(a) **Submission of Personal Content.** Some areas of the Service may allow you and other Users to post content (such as text, images and illustrations), comments, questions, and other information (“**User Content**”). You acknowledge and agree that your communications with other Users via chats, conferences, bulletin boards, blogs, posts and any other publicly accessible avenues of communication through the Service are public and not private communications. Therefore, we strongly encourage you to use caution before disclosing any personal information about yourself in your public communications. You are solely responsible for the User Content that you upload, publish, submit, display, link to or otherwise make available (hereinafter, “**post**”) on or through the Service (the “**Personal Content**”).

We reserve the right to refuse to transmit or post, and to disclose, block or remove any content or materials, including but not limited to, Personal Content, in whole or in part, that we in our discretion deem to be in violation of these Terms of Use, our policies and procedures, or otherwise harmful to persons using the Service, regardless of whether the material or its dissemination is unlawful. In addition, we may also take reasonable steps, including but not limited to, limiting or filtering the number of emails, chat messages or posts sent or received by Users.

(b) **Your Representations and Warranties about Your Personal Content.** By posting Personal Content or Feedback on or through the Service, you represent and warrant that:

(i) None of us, our Users, licensees or business partners shall be required to make any payments with respect to your Personal Content, including but not limited to, payments to you, third

parties, music publishers, mechanical rights agents, performance rights societies, union guilds or your licensors or any persons who contributed to or appear in your Personal Content;

(ii) You have full right, power and authority to post your Personal Content and have secured all third-party consents, licenses and permissions necessary to post your Personal Content and grant to us the rights and licenses described below; and

(iii) Your Personal Content (A) is not defamatory; (B) does not infringe upon, misappropriate or violate the rights of any third party, including but not limited to, any intellectual property rights, rights of publicity or any other privacy or proprietary rights; and (C) does not violate any law, rule, regulation or ordinance.

(c) **Rights in Personal Content.** You retain all your ownership rights in your Personal Content. By posting Personal Content, you grant us and our business partners and affiliates a royalty-free, perpetual, irrevocable, world-wide, assignable and transferable right and license to quote, re-post, use, copy, reproduce, modify, create derivative works of, incorporate into other works, distribute, transmit, broadcast, publish, communicate, publicly display, publicly perform and otherwise exploit and make commercial use of your Personal Content in any form or media now known or hereafter created, anywhere, and without any notice or compensation to you of any kind. You hereby grant us all consents, rights and clearances to enable us to use your Personal Content for these purposes. Without limiting the foregoing, we may:

(i) Host your Personal Content on our servers and those of our third party service providers that we have engaged to host the Service and display your Personal Content, in whole or in part, alone or in compilation with Content, User Content and other content provided by third parties, to other Users of the Service;

(ii) Re-encode your Personal Content as needed to be compatible with different mobile devices which may degrade the sound quality of your music and/or video files;

(iii) Edit your Personal Content to ensure that it complies with our policies and guidelines; and

(iv) Use any trademarks, service marks or trade names incorporated into your Personal Content and the likeness of any individual whose performance or image is contained in your Personal Content.

You also hereby grant each User of the Service a non-exclusive license to access your Personal Content through the Service, and to use, reproduce, distribute, display and perform such Personal Content as permitted through the functionality of the Service and under these Terms of Service.

13. Third Party Links; Reliance on Third Party Content.

The Service may include links or banner ads to third-party websites, services, content and/or resources (“**Resources**”). You acknowledge and agree that we have no control over and are not responsible for the availability of these Resources, and we do not endorse any advertising, products or other materials on or available from these Resources. Because we cannot control the activities of these Resources, we cannot accept responsibility for any use of your personal information by these Resources, and we cannot guarantee that they will adhere to the same privacy and security practices as us. You expressly relieve Vunify from any and all liability arising from your access or use of any Resources. You agree that Vunify shall not be responsible for any loss or damage of any type relating to your dealings with any third parties

such as advertisers. If you visit or link to a Resource, you should consult that Resource's terms and conditions and privacy policy before providing any personal information.

Opinions, advice, statements, offers or other information or User Content made available through the Service by other Users are those of their respective authors, and should not necessarily be relied upon. These Users are solely responsible for their content.

14. Advertising and Use of Computational Resources.

You agree that (a) we and our business partners shall have the right to provide ads, promotions, offers and other information to you in the Service by email or other means of communication; and (b) we may allow the Service to utilize the processor, bandwidth and storage hardware on your devices for the purposes of facilitating (i) the communication and transmission of Content and other data or features to you and other Users of the Service; and (ii) the operation of the network(s) on which the Service runs. You may opt out of receiving promotional messages from us and our business partners at any time by changing your account settings or by hitting the "unsubscribe" link in any of the emails containing these promotional messages.

15. Your Interaction with Other Users.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICE. YOU UNDERSTAND AND AGREE THAT WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION AND MAY NOT BE ABLE, TO SCREEN OUR USERS, INQUIRE INTO THE BACKGROUNDS OF OUR USERS, OR ATTEMPT TO VERIFY THE STATEMENTS OF OUR USERS. PLEASE ALSO USE CAUTION, COMMON SENSE AND SAFETY WHEN USING THE SERVICE TO INTERACT WITH OTHER USERS.

WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS OR TO TERMINATE OR BLOCK YOU AND OTHER USERS FOR VIOLATIONS OF THESE TERMS OF USE.

16. Release.

In the event that you have a dispute with one or more other Users, you hereby release us, our parent, subsidiaries and affiliated entities, and ours and their shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, damages (actual and consequential), losses and liabilities of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to these disputes.

17. Termination.

We reserve the right without liability to terminate or restrict these Terms of Use or your Account, or your access to or use of the Service, or any part thereof, with or without notice, for any reason, including but not limited to, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. You agree that we shall not be liable to you or any third-party for any interference with or termination of your access to the Service, your Account, or any part thereof. All decisions regarding the termination of these Terms of Use or your Account shall be made by us in our discretion. We are not required, and may be prohibited, from disclosing to you the reason for termination of these Terms of Use or your Account. Upon termination of these Terms of Use for any reason, those provisions which, by their nature survive termination shall survive termination in accordance with their respective terms.

18. Customer Service.

If you have questions about your Account or the Service please contact info@vunify.com. We will use commercially reasonable efforts to keep your Account and the Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the Service with or without notice. We shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to the Service. Please note that the Mobile App may only be used on supported mobile devices, and that you must use the latest version of the Mobile App. You are responsible for any third party devices, hardware or software that are required to use the Service.

19. Copyright Complaints; DMCA NOTIFICATION.

We may, in our sole discretion, remove any Content or User Content that appears to infringe on the intellectual property rights of others. It is our policy to respond to and investigate claims of copyright and other intellectual property infringement. We have a policy of terminating access to the Service by users who are repeat infringers.

You may notify us of alleged copyright infringement in accordance with the Digital Millennium Copyright Act (the “**DMCA**”). We will respond expeditiously to notices of alleged infringement sent pursuant to the DMCA.

In order to notify us of a copyright infringement claim pursuant to the DMCA, you must provide:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Service are covered by a single notification, a representative list of such works;
- a description of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material, including a URL address;
- your address, telephone number, and, email address;
- 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
- a statement made under penalty of perjury by you that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the copyright involved.

The notice described above should be sent to our designated copyright agent at **[provide address]**. If you fail to comply with all of the requirements described above, your DMCA notice may not be valid.

20. Disclaimer of Warranties.

THE SERVICE, AND ANY PART THEREOF (SUCH AS THE APPLICATION AND WEBSITE) ARE PROVIDED "AS-IS" AND WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. TO THE EXTENT APPLICABLE LAWS PROHIBIT TERMS OF USE FROM DISCLAIMING ANY IMPLIED WARRANTY, THE APPLICABLE IMPLIED WARRANTY SHALL BE LIMITED TO THE MINIMUM WARRANTY AND WARRANTY PERIOD REQUIRED BY LAW. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS

FROM USE OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE, OR ANY PART THEREOF, WILL BE UNINTERRUPTED OR ERROR-FREE. WE CANNOT GUARANTEE AND DO NOT PROMISE THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED, STREAMED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS OBTAINED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD, STREAM OR YOUR USE OF THE SERVICE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY LINKED WEBSITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. WE DO NOT (A) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION OR CONTENT MADE AVAILABLE THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO, BY THE USERS; OR (B) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE BY USERS THAT APPEARS THROUGH THE SERVICE.

WE DO NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIM, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY VIRTUAL PROPERTY OR DATA RESIDING ON OUR SERVERS.

21. Limitation of Liability.

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS ARISING OUT OF YOUR USE, OR INABILITY TO USE, THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES. YOU FURTHER AGREE TO INDEMNIFY US AND HOLD US HARMLESS FOR ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES IN THE EVENT THAT YOU FIND OTHER USERS' CONTENT TO BE OFFENSIVE, HARMFUL, OBSCENE, INACCURATE OR DECEPTIVE. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY TO YOU FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF \$1,000. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

22. Indemnification.

You agree to defend, indemnify and hold harmless Vunify and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your access to and use of any component of the Service, including without limitation any communication, data or content transmitted or received by you; (b) your violation of any term of these Terms of Use, including without limitation your breach of any

of the representations and warranties made by you in these Terms of Use; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any claim or damages that arise as a result of any of your Personal Content or any other content that is submitted via your account; or (f) any other party's access and use of the Service with your unique username, password or your other login credentials.

23. Governing Law.

You understand that the Service is being provided from the United States and is intended for use only for residents of the United States. These Terms of Use shall be construed in accordance with the laws of the State of Georgia, USA, conflict of laws principles excluded, and the parties irrevocably consent to bring any action to enforce these Terms of Use in the federal or state courts located in Atlanta, Georgia, USA. You consent to the exclusive jurisdiction of the federal or state courts located in Atlanta, Georgia, USA. If either we or you employ any attorneys to enforce any rights arising out of these Terms of Use, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

24. International Use.

We make no representation that the Service or the Content is appropriate, available or legal for use in the country, geographic area or jurisdiction where you are located. You are responsible for compliance with local laws when you access and use the Service.

25. Force Majeure.

We shall not be held responsible or liable for any delay or failure in performance hereunder caused by acts of God (or natural disasters), terrorism, strikes, embargoes, fires, war, or any other cause beyond our reasonable control.

26. Notices.

Except as explicitly stated otherwise, legal and other notices (including but not limited to notices of legal proceedings) shall be delivered to us by mail at **460 East Paces Ferry Road, Atlanta, GA 30305**, Attention: Legal, or to you at the email address you provided us (a) at the time you registered your Account; (b) through a subsequent notice of an address change; or (c) through a posting through the Service. Physical notices shall be effective when received. Email notices allowed hereunder shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. In addition, we may provide notice by certified mail, postage prepaid and return receipt requested. In these situations, notice shall be deemed given when received.

27. Non-Waiver.

No delay or failure to take action under these Terms of Use shall constitute any waiver by us of any provision of these Terms of Use.

28. Enforceability.

If any provision of these Terms of Use is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

29. Assignment.

These Terms of Use are personal to you and may not be transferred, assigned or delegated by you to any other person or entity. Any attempt by you to assign, transfer or delegate these Terms of Use shall be null and void. These Terms of Use will bind and inure to the benefit of each party's permitted successors and assigns.

30. Entire Agreement.

These Terms of Use (including all terms and conditions incorporated herein by reference) constitute the complete and exclusive agreement between us and you with respect to the subject matter hereof and supersede all prior oral or written understandings, communications or agreements not specifically incorporated herein.

31. No Third Party Beneficiaries.

These Terms of Use are between us and you. There are no third party beneficiaries.