



# ALOE TERMS OF USE

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Version 1.0

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The website located at [www.aloeeveryone.com](http://www.aloeeveryone.com) (the “**Site**”) is a copyrighted work belonging to ALOE, LLC (“**Company**”, “**us**”, “**our**”, and “**we**”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Use (these “**Terms**”) set forth the legally binding terms and conditions that govern your use of the Site. By accessing or using the Site, you are accepting these Terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). you may not access or use the Site or accept the Terms if you are not at least 18 years old. If you do not agree with all of the provisions of these Terms, do not access and/or use the Site.

These terms require the use of arbitration (Section 11.2) on an individual basis (OR THE ENTITY THAT YOU REPRESENT) to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

## 1 ACCOUNTS

**1.1 Account Creation.** In order to use certain features of the Site, you must register for an Individual or Organization account (collectively “**Account**”) and provide certain information about yourself as prompted by the account registration form. Organization Accounts (“Organization Accounts”) include not for profit and for profit organizations and businesses that may use Aloe for commercial purposes. You represent and warrant that:

(a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section 9.

**1.2 Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. While we work to protect the security of your content and account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. We ask that you keep your password secure. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

## 2 ACCESS TO THE SITE

**2.1 License.** Subject to these Terms, you are hereby granted a non-transferable, non-exclusive, revocable, limited license to use and access the Site. If you are a business or an organization, you must create an Organization Account. Note: This type of Account can only be used by businesses and organizations for their community and cannot be used for individual, personal use.

**2.2 Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. No employee, independent contractor, agent, or affiliate of any competing friendship service is permitted to view, access, or use any portion of the Service without express written permission from Company. By viewing, using, or accessing the Site, you represent and warrant that you are not a competitor of Company or any of its affiliates, or acting on behalf of a competitor of Company in using or accessing the Site. The technology and software underlying the Site or distributed in connection therewith are the property of Company, its affiliates, and its licensors (including the Apps, the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Company. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof. You may not access,

tamper with, or use non-public areas of the Site or our systems. Certain portions of the Site may not be accessible if you have not registered for an Account.

YOU UNDERSTAND THAT COMPANY DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. COMPANY ALSO DOES NOT ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTRATION SEARCHES) AT ANY TIME AND TO USE AVAILABLE PUBLIC RECORDS FOR ANY PURPOSE.

**2.3 Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof. We do use a combination of automated systems and a team of moderators to monitor and review accounts and messages for content that indicates breaches of these Terms. We reserve the right at our sole discretion to terminate or suspend any Account or make use of any operational, technological, legal or other means available to enforce these Terms (including without limitation blocking specific IP addresses), at any time without liability and without the need to give you prior notice. Without limiting the foregoing, we expressly reserve the right to terminate or suspend your Account without notice (a) for violating these terms, (b) due to your conduct through the Services, or your conduct with other users of the Service (including your “offline” conduct), if we, in our sole discretion, determine your conduct was inappropriate or improper, (c) if we or our affiliates, in our or their sole discretion, determine your conduct on other apps operated by our affiliates was inappropriate or improper, or (d) for any reasons whatsoever that we deem, in our sole discretion, justifies termination. If your Account is terminated or suspended, you agree you will not receive a refund for any service or features for which you have already paid.

**2.4 No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.

**2.5 Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and its content are owned by Company or its other users and licensors. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

Company is headquartered in the United States and is made available only for Users in the United States. If you access or use the Service from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

### 3 TYPES OF CONTENT

There are three types of content that you will be able to access through the Services: (1) content that you upload and provide (“**Your Content**”); (2) content that users provide, such as any and all information and content that a user submits to, or uses with, the Site (e.g., content in the user’s profile or postings) (“**User Content**”); and (3) content that Company provides (“**Our Content**”). There is certain content we cannot allow on the Site. Company operates a zero-tolerance policy for inappropriate content.

**3.1 Your Content.** The following terms govern the uploading, provision and use of Your Content:

You agree that Your Content must comply with the following guidelines:

1. Respect all users and use the Site in a professional manner
2. Don’t pretend you’re someone you’re not; use your real name on your profile
3. Don’t do anything illegal on the Site
4. No soliciting

You agree that you are responsible for controlling the usage of Your Content through the Services, and you agree you are responsible and liable for Your Content and will indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You may not display any personal contact or banking information on your individual profile page whether in relation to you or any other person (for example, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

As Company is a public community, Your Content may be visible to other users of the Service all around the world – so make sure you are comfortable sharing Your Content before you post. As such, you agree that Your Content may be viewed by other users

and any person visiting, participating in or who is sent a link to the Service (e.g. individuals who receive a link to a user's profile or shared content from other Company Users). By uploading Your Content on the Site, you represent and warrant to us that you have all necessary rights and licenses to do so, and automatically grant us a non-exclusive, royalty-free, perpetual, worldwide license to use Your Content on or in connection with the Site (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creating derivative works from, incorporating into other works, incorporating into advertising, distributing and otherwise making available to the general public such Content, whether in whole or in part and in any format or medium currently known or developed in the future).

We may assign and/or sub-license the above license to our affiliates and successors without any further approval by you. We do not have any obligation to store Your Content – if it's important, you should make a copy.

**3.2 User Content.** The following terms govern the uploading, provision and the use of User Content:

Other users of this Site will also share content. User Content belongs to the user who posted the content and is stored on our servers and displayed via the Site at the direction of the user providing the User Content.

You do not have any rights in relation to other users' User Content, and you may only use other users' personal information to the extent that your use of it (a) complies with these Terms and (b) matches Company's purpose of allowing people to meet one another. You may not use other users' information to spam, to harass, stalk, or to make unlawful threats. We reserve the right to terminate your Account if you misuse other users' information.

User Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. If you have a complaint about User Content, please see the Digital Millennium Copyright Act section for more information.

Since Company is an online community, we generally try to avoid getting in the way and therefore don't assume any obligation to pre-screen any of Your Content or any User Content. However, there may be times where we need to step in, and we reserve the right to review, pre-screen, refuse and/or remove any User Content and Your Content, including content exchanged between users in direct messages.

**3.3 Our Content.** The following terms govern the uploading, provision and use of Our Content:

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, and other intellectual property appearing on Company are owned, controlled, or licensed by us and are protected by copyright, trademark, and other intellectual property law rights. All right, title, and interest in and to Our Content remains with us at all times.

Your right to access and use Our Content is subject to the following conditions:

1. you shall not use, sell, modify, or distribute Our Content except as permitted by Company through the Site;
2. you shall not create derivative works from Our Content or commercially exploit Our Content, in whole or in part, in any way; and
3. you shall use Our Content for lawful purposes only.

We reserve all other rights.

**3.4 License.** You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

**3.5 Acceptable Use Policy.** The following terms constitute our “**Acceptable Use Policy**”:

**(a)** You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

**(b)** In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other

form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent (with the exception of Organization Accounts); (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

**3.6 Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 9, and/or reporting you to law enforcement authorities.

**3.7 Feedback.** If you choose to submit comments, ideas or Feedback ("Feedback"), you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Company does not waive any rights to use similar or related Feedback previously known to Company, developed by its employees, or obtained from sources other than you. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary.

## 4 INDEMNIFICATION

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You must create an Organization Account to use our Site for an organization or business. When creating an Organization Account, you agree to indemnify and hold harmless Company

and its respective officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to your access to or use of our Site, your User content, or your breach of any of these Terms.

## 5 THIRD-PARTY LINKS & OTHER USERS

**5.1 Third-Party Links.** Company may contain links to third party websites, services, special offers, or other events or activities that are not owned or controlled by Company. We don't endorse or assume any responsibility for any such third party sites, information, materials, products, or services. If you access any third party website, service, or content from Company, you do so at your own risk and you agree that Company has no liability arising from your use of or access to any third party website, service, or content. More simply put, Hubs ("Hubs") link to content off the Site. Most of the content is great but we're not responsible when it's not. "Hubs" are groups where users with similar interests chat, share recommendations and ideas, and bond over favorite things for the benefit of getting to know users better and help deepen friendships.

**5.2 Third-Party Services and Websites.** The Site may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the "Third-Party Services"). Additionally, you may enable or log in to the Site via various online Third-Party Services, such as social media and social networking services like LinkedIn. Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate yourself or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our **Privacy Policy**. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our **Privacy Policy**. Company has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not Company, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Company enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties

while using the Site are between you and the third party. Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

**5.3 Other Users.** Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

**5.4 Release.** You hereby release and forever discharge Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

## **6 PUSH NOTIFICATIONS; LOCATION-BASED FEATURES**

We may provide you with emails, text messages, push notifications, alerts, and other messages related to the Site, such as enhancements, offers, products, events, and other promotions. After signing up for our services, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the Site, you may opt-out by changing your notification settings under Settings on your profile. With respect to other types of messaging or communications, such as emails, text messages, etc., you can unsubscribe or opt-out by either following the specific instructions included in such communications or by emailing us with your request at [admin@aloeeveryone.com](mailto:admin@aloeeveryone.com).

The Site may allow access to or make available opportunities for you to view certain content and receive other services and/or other materials based on your location. To make these opportunities available to you, the Site will determine your location using one or more reference points, such as GPS, Bluetooth, and/or software within your

device. If you have set your device to disable GPS, Bluetooth, or other location determining software or do not authorize the Site to access your location data, you will not be able to access our Find Friends (“Find Friends”) service and other such location-specific content, products, services, and materials. For more about how the Site uses and retains your information, please read the [Privacy Policy](#).

## **7 DISCLAIMERS**

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

ADDITIONALLY, WE DO NOT MAKE ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE OR THAT YOUR USE OF THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT THE SERVICES, OUR CONTENT, ANY USER CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. YOUR USE OF THE SERVICES ARE AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. ALOE, LLC IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER AND WE DO NOT ROUTINELY CONDUCT BACKGROUND CHECKS.

## **8 LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED US DOLLARS (U.S. \$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

## **9 TERM AND TERMINATION**

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. We reserve the right to refuse service to anyone. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 3 and Sections 4 through 11.

You agree that Company, in its sole discretion, may suspend or terminate your Account (or any part thereof) or use of the Site and remove and discard any content within the Site, for any reason, including for lack of use or if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. Company may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Company may

immediately deactivate or delete your Account and all related information and files in your Account and/or bar any further access to such files or the Site and all related information and content. Further, you agree that Company will not be liable to you or any third party for any termination of your access to the Site.

## **10 DIGITAL MILLENNIUM COPYRIGHT ACT**

Company has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the “**DMCA**”). In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site who are repeat infringers of intellectual property rights, including copyrights.

If you believe any User Content infringes upon your intellectual property rights, please submit a notification alleging such infringement (“DMCA Takedown Notice”) to Company’s Copyright Agent as identified below, including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement 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
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability

for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

Any DMCA Takedown Notices should be sent to Company's Copyright Agent:

The designated Copyright Agent for Company is: Brian Nash

Designated Agent: Brian Nash

Address of Agent: 227 Sandy Springs PI NE Suite D-355 Atlanta, GA 30328

Telephone: 470.763.6233

Email: bnash@continuumlg.com

## 11 GENERAL

**11.1 Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, Company reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if that's what we decide. We may use other reasonable means to inform you of material changes to these Terms as well. You should regularly check this page for notice of any Changes – we want our users to be as informed as possible. We may revise these Terms from time to time and the most current version will always be posted on our website. By continuing to access or use Company after revisions become effective, you agree to be bound by the new updated Terms. If you don't agree to the new terms, please stop using the Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**11.2 Dispute Resolution. *Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.***

**(a) Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Company, and to any subsidiaries, affiliates, agents, employees, predecessors in

interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms. During the arbitration, the amount of any settlement offer made by you or Company must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

**(b) No Class Actions.** YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL OR ORGANIZATIONAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**(c) Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Company should be sent to: ALOE, LLC P.O. Box 550963 575 Pharr Road, NE Atlanta, GA 30355-6000. After the Notice is received, you and Company may attempt to resolve the claim or dispute informally. If you and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

**(d) Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("**AAA**") or another established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("**Arbitration Rules**") governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the

date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Company made to you prior to the initiation of arbitration, Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

**(e) Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

**(f) Time Limits.** If you or Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

**(g) Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Company.

**(h) Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**(i) Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS

OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

**(j) Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**(k) Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

**(l) Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**(m) Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Company.

**(n) Small Claims Court.** Notwithstanding the foregoing, either you or Company may bring an individual action in small claims court.

**(o) Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

**(p) Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

**11.3 Export.** The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

**11.4 Disclosures.** Company is located at the address in Section 11.10. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the

Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**11.5 Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**11.6 User Disputes.** You agree that you are solely responsible for your interactions with any other user in connection with the Site, and Company will have no liability or responsibility with respect thereto. Company reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Site.

**11.7 Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

**11.8 Copyright/Trademark Information.** Copyright © 2022 ALOE, LLC. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

**11.9 Governing Law and Forum.**

Your access to the Site, Your Content, any User Content and Our Content, any claims arising from or related to your relationship with Company, and these Terms are governed and interpreted by the laws of the State of Georgia. All claims arising out of or relating to these Terms and/or your relationship with Company that for whatever reason are not submitted to arbitration, and all claims or cases challenging the enforceability or applicability of the arbitration provisions herein, will be litigated exclusively in the federal or state courts of Fulton County, Georgia. You agree that such courts shall have personal jurisdiction and venue and waive any objection based on inconvenient forum. You agree that you will not file or participate in a class action against us.

**11.10 Contact Information:**

ALOE, LLC

P.O. Box 550963

575 Pharr Road, NE

Atlanta, GA 30355-6000

Email: [admin@aloeeveryone.com](mailto:admin@aloeeveryone.com)