

## MOBILE APPLICATION TERMS OF USE

### **Acceptance of Terms of Use**

These Terms of Use are entered into by and between you and Dais Social Group LLC, a Mississippi limited liability company (the "**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of the DaisNotes application (the "**Application**").

Please read these Terms of Use carefully before you start to use the Application. **By using the Application, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy (the "Privacy Policy"), and our End User License Agreement (the "End User License Agreement") which are incorporated herein by reference.** If you do not want to agree to these Terms of Use, the Privacy Policy or the End User License Agreement, you must not access or use the Application.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Application thereafter.

Your continued use of the Application following the posting of revised Terms of Use means that you accept and agree to the changes.

### **Accessing the Application and Account Security**

We reserve the right to modify or change the Application, and any service or material we provide on the Application, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Application is unavailable at any time or for any period. From time to time, we may restrict user access to some parts of the Application, or the entire Application, including restrictions on access affecting registered users.

To access the Application or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Application that all the information you provide on the Application is correct, current and complete. You agree that all information you provide to register with this Application or otherwise, including through the use of any interactive features on the Application, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide access to this Application, or portions of it, to any other person using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each

session. You should use particular caution when accessing your account from a public or shared computer or network so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Application and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property and proprietary rights laws.

These Terms of Use permit you to use the Application only for your personal, non-commercial use. You may not reproduce, distribute, modify, create derivative works of or from, publicly display, publicly perform, republish, download, store, transmit, use for commercial purposes or charge third persons for access through your account to any of the material on the Application.

You are not authorized to and may not:

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- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text or materials.
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- Access or use for any commercial purposes any part of the Application or any services or materials available through the Application.

The prohibitions set forth herein do not modify, supersede or limit any other statements of limited, restricted or prohibited use set forth elsewhere in these Terms of Use.

If you print, copy, modify, download or otherwise use, or provide access to any part of the Application to any other person in breach of the Terms of Use, your right to use the Application will cease immediately and you must return or destroy, at our option, any copies, summaries, extracts and compilations of any Application materials you have made. No rights, title or interests in or to the Application, any content on the Application or any intellectual property Company owns or has rights to use in connection with or arising from the Application is transferred to you, and all rights not expressly granted to you are reserved by the Company. Any use of the Application not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## **Trademarks**

Dais Social Group LLC, the term DaisNotes, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Application are the trademarks of their respective owners.

## **Prohibited Uses**

You may use the Application only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Application:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way, including by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Application, or which, as determined by us, may harm the Company or users of the Application or expose them to liability.

Additionally, you agree not to:

- Use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other person's use of the Application, including their ability to engage in real time activities through the Application.
- Use any robot, spider or other automatic device, process or means to access the Application for any purpose, including monitoring or copying any of the material on the Application.
- Use any manual process to monitor or copy any of the material on the Application or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Application.

- Introduce into, on or through the Application any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer or database connected to the Application.
- Attack the Application via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Application.

### **User Contributions**

The Application may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, contribute, publish, display or transmit to other users or other persons (all such actions, hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Application.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Application will be considered non-confidential and non-proprietary. By posting any User Contribution on the Application, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the irrevocable, unrestricted right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions you post on or to the Application, and you have the legal right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you post, and you, not the Company, have sole responsibility for any such User Contribution, including its legality, reliability, accuracy, appropriateness, and compliance with any authority to which you are subject.

We are not, and will not be, responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Application, and you agree to defend, indemnify and hold harmless Company from all demands, claims, allegations, liabilities, actions, proceedings, causes of action and suits of every kind and character ("**Claims**") and all losses, damages, awards, judgments, fines, penalties, expenses (including, without

limitation, attorneys' fees), costs and other detriments ("**Losses**") arising from or related to your User Contributions posted by you.

We are not, and will not be, responsible or liable for any action that an academic institution or its affiliated programs and organizations may take against you because of any User Contribution posted by you or any other use by you of the Application.

### **Monitoring and Enforcement; Termination**

We have the right at any time and without notice to you to:

- Remove or refuse to post any User Contributions, for any reason or no reason, in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Application or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Application.
- Terminate or suspend your access to all or part of the Application for any or no reason, including for, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application. YOU HEREBY FOREVER WAIVE, AND RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS, FROM ANY CLAIMS AND LOSSES RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all material before it is posted on the Application and cannot promise, ensure or guarantee prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction on our part regarding transmissions, communications or content provided by you, any user or a third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

## **Content Standards**

These following content standards ("**Content Standards**") apply to any and all User Contributions and all uses of Interactive Services. User Contributions must comply, in their entirety, with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person or corporate entity.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Violate any code of conduct or other policy of an academic institution of which you are subject.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm, annoy or bully any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

## **Reliance on Information Posted**

The information presented on or through the Application is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from or relating to any reliance placed on such materials by you or any other visitor to the Application, or by anyone who may be informed of any of its contents.

This Application may include content provided by third parties, including materials provided by other users, bloggers, third party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these third party materials, and all third party articles, responses to questions and other content are solely the opinions and the responsibility of the person or entity providing those materials. Third party materials do not necessarily reflect the opinion of the Company. We are not responsible or liable to you or any third party for the content or accuracy of any materials on the Application provided by third parties.

### **Changes to the Application**

We may update the content on this Application from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Application may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Application**

All information we collect on this Application is subject to our Privacy Policy. By using the Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Links from the Application**

If the Application contains links to other sites and resources provided by third parties including links contained in advertisements such as banner advertisements and sponsored links, these links are provided for your convenience only. We have no control over the contents of the sites or resources to which the links are associated and accept no responsibility for them or for any Loss that may arise from your use of them. If you decide to access any of the third party websites linked to this Application, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Application is based in the State of Mississippi in the United States. We provide this Application for use only by persons located in the United States. We make no claims that the Application or any of its content is accessible or appropriate outside of the United States. Access to the Application may not be legal by certain persons or in certain countries. If you access the Application from outside the United States, you do so on your own initiative and at your own risk, and you are solely responsible for compliance with local laws with respect to such access.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Application will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to the Application for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY CLAIMS OR LOSSES CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL

MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION, OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE APPLICATION, OR ON ANY APPLICATION LINKED TO THE APPLICATION.

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THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DISCLAIMER OR WARRANTIES DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OFFICERS OR DIRECTORS BE LIABLE FOR CLAIMS OR LOSSES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APPLICATION, ANY APPLICATIONS LINKED TO IT, ANY CONTENT ON THE APPLICATION OR SUCH OTHER APPLICATIONS OR ANY SERVICES OR MATERIALS OBTAINED THROUGH THE APPLICATION OR SUCH OTHER APPLICATIONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHICH MAY INCLUDE PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER SUCH CLAIMS, LOSSES



OR OTHER DAMAGES WERE CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DISCLAIMER OF LIABILITY DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

YOU AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS AND LOSSES ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OF USE OR YOUR USE OF THE APPLICATION, INCLUDING YOUR USER CONTRIBUTIONS, ANY USE OF THE APPLICATION'S CONTENT, SERVICES AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE OR YOUR USE OF ANY INFORMATION OBTAINED FROM THE APPLICATION.

### **Governing Law and Jurisdiction**

All matters relating to the Application and these Terms of Use and any dispute or Claim or Losses arising therefrom or related thereto (in each case, including non-contractual disputes or Claims), shall be governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule (whether of the State of Mississippi or any other jurisdiction).

Any Claim arising out of, or related to, these Terms of Use or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Mississippi in each case located in the City of Oxford and County of Lafayette although we retain the right to bring any Claim or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant state or country in which you can be reached by legal process. You waive any and all objections to the exercise of jurisdiction over you by such courts or tribunals and to venue in such courts or tribunals, including the objection of inconvenient forum.

### **Arbitration**

At Company's sole discretion, it may require you to submit any Claims arising from the use of these Terms of Use or the Application, including Claims arising from or concerning the interpretation, violation, invalidity, non-performance or termination hereof or thereof, to final and binding arbitration under the Commercial Rules of the American Arbitration Association applying Mississippi law.

### **Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term

or condition herein, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Interpretation**

For purposes of these Terms of Use, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to these Terms of Use as a whole. Unless the context otherwise requires, references herein: (i) to articles, sections, exhibits, schedules or attachments refer to the articles, sections, exhibits, schedules or attachments to or attached to, these Terms of Use; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a Law means such Law as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. These Terms of Use shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, schedules or attachments referred to herein shall be construed with, and as an integral part of, these Terms of Use to the same extent as if they were set forth verbatim herein.

### **Entire Agreement**

The Terms of Use, our Privacy Policy, and our End User License Agreement constitute the sole and entire agreement between you and the Company with respect to your access to or use of the Application and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Application.

### **Your Comments and Concerns**

This Application is operated by Dais Social Group LLC, 850 Insight Park, Suite 138, Oxford, MS 38655.

All feedback, comments, requests for technical support and other communications relating to the Application should be directed to: [connect@daisnotes.com](mailto:connect@daisnotes.com)