

MOBILE APPLICATION END USER LICENSE AGREEMENT

This Mobile Application End User License Agreement (the "**Agreement**") is a binding agreement between you (the "**End User**" or "**you**") and Dais Social Group LLC, a Mississippi limited liability company (the "**Company**," "**we**" or "**us**"). This Agreement governs your use of the DaisNotes application (including all related documentation, the "**Application**"). The Application is licensed, not sold, to you.

BY DOWNLOADING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION, AND, IF YOU HAVE ALREADY DOWNLOADED, INSTALLED OR USED THE APPLICATION, IMMEDIATELY DELETE IT FROM YOUR MOBILE DEVICE; YOU ARE NOT AUTHORIZED TO DOWNLOAD, INSTALL OR USE THE APPLICATION.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive and nontransferable license to:

(a) download, install and use the Application for your personal, non-commercial use, strictly in accordance with the Application's documentation, on a single mobile device owned or otherwise controlled by you ("**Mobile Device**"); and

(b) access, stream, download and use on such Mobile Device the Content and Services (as defined in Section 5) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 5.

2. License Restrictions. End User shall not:

(a) copy the Application, except as expressly permitted by this Agreement;

(b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable or protectable under any other category of intellectual property protection, of the Application;

(c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from or on the Application, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being used or accessed by other devices or more than one device at any time; or

(f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and is not sold, to you. You do not acquire under this Agreement any ownership interest in the Application, or any other rights thereto, other than to use the Application in accordance with the license herein granted, subject to all terms, conditions and restrictions set forth in this Agreement. Company reserves and shall retain its entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you download, install or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Mobile Application Privacy Policy. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with our Mobile Application Privacy Policy.

5. Content and Services. The Application may provide you with access to Company's website located at www.daisnotes.com (the "**Website**") and products and services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by the Website's Terms of Use and Website Privacy Policy, which documents are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of the Website Terms of Use and Website Privacy Policy and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Website's and Application's features and functionality. Any violation of the Website Terms of Use will also be deemed a violation of this Agreement.

6. Updates. Company may from time to time, in its sole discretion, develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Application. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates, and you acknowledge and agree that, should you fail to do so, the Application or portions thereof may not properly operate. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

7. Third Party Materials. The Application may display, include or make available third party content (including data, information, applications and other products services and/or materials) or provide links to third party websites or services, including through third party advertising ("**Third Party Materials**"). You acknowledge and agree that Company has no responsibility for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

8. Term and Termination.

(a) The term of this Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section 8.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.

(c) Company may terminate this Agreement at any time without notice if it ceases to support the Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must immediately cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

9. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, SUCCESSORS AND ASSIGNS, AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ALL OF THE FOREGOING, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT

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10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, SUCCESSORS OR ASSIGNS, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ALL OF THE FOREGOING, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES, INCLUDING FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; OR

(b) DIRECT DAMAGES IN AMOUNTS THAT, IN THE AGGREGATE, EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY, MAY NOT APPLY TO YOU.

11. Indemnification. You agree to indemnify, defend and hold harmless Company and its affiliates, successors and assigns, and any of its or their respective licensors or service providers, and the officers, directors, employees, agents and representatives of all of the foregoing, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, court costs, costs of investigation and expert witnesses' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that Company assumes no responsibility for any content you post, upload, submit or make available to Company or others through this Application.

12. Export Regulation. The Application may be subject to United States export control laws, including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the US.

13. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term, and all other provisions of this Agreement will continue in full force and effect.

14. Governing Law. This Agreement is 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. Any legal suit, action or proceeding arising out of or related to this Agreement 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 Lafayette County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, including objections based on inconvenient forum.

15. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Entire Agreement. This Agreement, our Mobile Application Privacy Policy, and our Mobile Application Terms of Use constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

17. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

18. Interpretation. For purposes of this Agreement, (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 this Agreement as a whole. Unless the context otherwise requires, references herein: (i) 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 (ii) to a Law means such Law as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement 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. The agreements, instruments or other documents referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.