

TERMS OF USE

Effective Date: January 22, 2019

These Terms of Use ("**Terms**") describe the terms on which you may use public portions of liscio.me and its affiliated websites as well as subscription services available only to registered users (collectively, "**Services**"). The Services are operated by LISCIO, Inc. ("**Liscio**," "**we**," "**us**").

Please read these Terms carefully before you use the Services. BY ACCESSING AND USING THE SERVICES, YOU AFFIRM THAT :

YOU HAVE READ AND UNDERSTAND THESE TERMS;
YOU WILL COMPLY WITH THESE TERMS; AND
YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO A LEGAL AGREEMENT.

IMPORTANT NOTE

Please read carefully the sections titled "DISCLAIMER OF WARRANTIES," "LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES" and "DISPUTE RESOLUTION." These provisions limit Liscio's liability to you and affect how disputes are resolved.

If you do not agree to these Terms, then you must not use the Services.

1. PRIVACY POLICY

The terms on which we process any Personal Information that we collect from you or that you provide to us are described in our Privacy Policy. By using the Services, you consent to the processing of any Personal Information as described in the Privacy Policy and you warrant that all data that you provide is accurate.

2. CHANGES TO TERMS

The Effective Date of these Terms is set forth at the top of this webpage. As we add new features, we may revise or supplement these Terms. We will provide you with advance notice of material revisions to these Terms. We will not make revisions that have a retroactive effect unless we are legally required to do so or to protect other users of the Services. Your continued use of the Services after the Effective Date constitutes your acceptance of these Terms, as amended. As of the Effective Date, the amended Terms supersede all previous versions of or agreements, notices or statements about these Terms.

3. LISCIO CONTENT

Liscio and its licensors retain full and complete title to all information and materials provided by Liscio and its licensors on or through the Services, including any artwork, graphics, text, video and audio clips, trademarks, logos and other content (collectively, "**Liscio Content**"), and by submitting information you authorize us to transmit and store such information in accordance with the terms of our Privacy Policy. The name "Liscio" and the Liscio Logo and other trademarks used on the Services are trademarks of Liscio or its affiliates and may not be used in connection with the products or services of others in any manner that is likely to cause confusion. All other trademarks not owned by Liscio that appear on the Services are the property of their respective owners.

If you agree to these Terms, then you may download, print and/or copy Liscio Content solely for your own personal use.

Except for content that is in the public domain or unless Liscio provides you with written authorization to do so, you may not:

- Incorporate any Liscio Content into any other work (such as your own website) or use Liscio Content in any public or commercial manner;
- Copy, modify, reproduce, adapt, reverse engineer, distribute, frame, republish, upload, display, post, transmit, transfer, license or sell Liscio Content in any form or by any means; or
- Change any of the notices about copyright, trademarks or other intellectual property rights that may be part of the Liscio Content.

Although we make reasonable efforts to update the information on the Services, we make no representations, warranties or guarantees, whether express or implied, that the Services or Liscio Content are accurate, complete or up to date. Except as required by law, Liscio disclaims any duty to update the information included on the Services. All information on the Services is subject to change without notice. LISCIO DOES NOT ENDORSE THE ACCURACY OR RELIABILITY OF ANY OPINION OR ADVICE ON THE SERVICES.

4. USING THE SERVICES

You are responsible for making all arrangements necessary for you to access the Services.

Your Account : You are required to create an account (“**Account**”) to use certain features of the Services. You agree to protect the security of your Account. You are responsible for all use of your Account, including your login credentials (i.e., username and password) and activation codes and passwords. Liscio treats access to the Services through your account credentials as authorized by you. Unauthorized access to password-protected or secure areas is prohibited and may lead to criminal prosecution. Please immediately notify Liscio using the contact information below if you believe that information you provided to us is no longer secure or if you need to deactivate your account or password.

Accessing the Services : You are responsible for the software, hardware and Internet service that you need to access and use the Services. If you access and use the Services on your smartphone, tablet or other mobile device (“**Mobile Device**”), you are solely responsible for any and all data and other fees related to use of the Services through your Mobile Device.

If you access and use one of Liscio’s mobile applications (“**Apps**”), then Liscio grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Apps for your personal, non-commercial use on your Mobile Device.

The Services may offer text messaging (SMS or MMS) services for registered users. Message and data rates may apply. Once you opt-in to receive text messages from Liscio, the frequency of text messages that we send to you depends on your transactions with us. All charges are billed by and payable to your wireless service provider. Please contact your wireless service provider for pricing plans and details. Text message services are provided on an “as is” basis and may not be available in all areas at all times.

By agreeing to receive text messages, you understand and agree that Liscio may use an automatic dialing system to deliver text messages to you.

Availability of the Services: We do not guarantee availability of the Services at all times of the day. The availability of the Services may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications.

Liscio may from time to time perform upgrades, updates or error corrections (“**Updates**”) or otherwise make the Services unavailable. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to or stop providing any or all of the Services at any time and without notice. Except as provided in a Subscription Agreement, Liscio has no obligation to provide access to or support for the Services and is not responsible for any delays, delivery failures or other damage resulting from such problems. Updates to the Services are part of the Services and subject to these Terms. Your continued use of the Services after the Effective Date constitutes your acceptance of the Updates.

Based on your Mobile Device settings, when your Mobile Device is connected to the internet either an App will automatically download and install all available Updates or may receive notice of or be prompted to download and install available Updates. Please promptly download and install all Updates to ensure that the App operates properly.

Restrictions on Your Use of the Services: You may use the Services for lawful, non-commercial purposes only. You agree that you will not (and you agree not to encourage or allow any third party to):

- Breach, test, circumvent (or attempt to breach, test or circumvent) any security, copy protection or rights management feature in the Services or otherwise attempt to gain unauthorized access to the Services, other users' Accounts or Liscio's computer systems or networks;
- Copy, modify, translate, adapt or otherwise create derivative works or improvements (whether or not patentable) of any part of the Services;
- Decompile, reverse engineer, disassemble or decode the Services or otherwise attempt to derive or gain access to the source code of any part of the Services (unless applicable laws specifically prohibit such restriction);
- Remove, alter or obscure any copyright, trademark or other intellectual property or proprietary notices contained in the Services;
- Use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape, data mine or index any portion of the Services;
- Use the Services to send unsolicited messages or advertisements through comment functions available on the Services;
- Distribute, rent, sublicense, lease, lend, sell, resell, assign, transfer, transmit, stream, broadcast or otherwise make available or exploit any features or functionality of the Services including through time-sharing, use of service bureau or by otherwise making the Services available on a network on which they are accessible by more than one device at any time;
- Reformat or frame any portion of the web pages that are part of the Services without Liscio's written consent;
- Negligently, recklessly, knowingly, or intentionally transmit or upload any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous;
- Cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Services or otherwise interfere with others' use and enjoyment of the Services;
- Create an Account under fraudulent pretenses;
- Engage in obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, hateful, violent, abusive, pornographic or otherwise offensive or unlawful;
- Directly or indirectly, export, re-export or release the Services to or make them accessible from any jurisdiction or country other than the U.S.; or
- Collect or store Personal Information (as defined in the Privacy Policy) about or otherwise invade the privacy of any other user without his or her express prior written consent.

Subscription Agreements: Certain features of the Services are governed by agreements with our customers ("**Subscription Agreements**"). These Terms and any applicable Subscription Agreement apply equally to your use of the Services. If, however, the term of a Subscription Agreement and these Terms conflict, then the Subscription Agreement governs but solely to the extent of the conflict.

5. SUBMISSIONS

Liscio may from time to time offer areas in the Services where you and other users can share with Liscio or other users suggestions, ideas or other user-created content (collectively, "**Submissions**"). You are the owner of and are responsible for your Submissions. By submitting a Submission, you represent and warrant that:

- Your Submission is true and accurate;
- You own or otherwise control all of the rights to your Submission, including copyrights and trademarks, necessary to meet your obligations to Liscio under these Terms; and
- Your Submission does not violate the privacy, publicity, intellectual property or other rights of any other person or entity.

You acknowledge and agree that Liscio has the right (but not the obligation) to monitor Submissions and to alter, remove or refuse to post or allow posting of any Submission. LISCIO TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY SUBMISSION, INCLUDING LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT IN SUBMISSIONS.

By sharing your Submissions, you grant Liscio and our designees a worldwide, perpetual, irrevocable, transferrable, royalty-free license (with the right to sublicense) to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform and otherwise use your Submission in all formats and distribution

channels now known or hereafter devised (including on third-party Services and services) to provide the Services and Liscio's products without further notice to or consent from you. Under no circumstances are you entitled to payment for your Submissions. All Submissions are deemed non-confidential and non-proprietary.

Liscio encourages you not to publicly disclose any Personal Information (as defined in our Privacy Policy) in any publicly-available Submission because other people may see and use the Personal Information in your Submissions.

6. DISCLAIMER OF WARRANTIES

Liscio warrants that Liscio has validly entered into these Terms and has the legal power to do so. You warrant that you have validly entered into these Terms and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE LISCIO SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Liscio specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. Liscio does not warrant that (a) the Services will meet your requirements, (b) operation of the Services will be uninterrupted or virus- or error-free or (c) errors will be corrected. Any oral or written advice provided by Liscio or its authorized agents does not and will not create any warranty. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE ABOVE WAIVERS MAY NOT APPLY TO YOU. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

7. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES

LISCIO IS NOT LIABLE FOR DIRECT DAMAGES (FOR ANY CAUSE OR UNDER ANY LEGAL THEORY) TO YOU IN EXCESS OF THE LESSER OF THE AMOUNT PAID BY YOU TO ACCESS AND USE THE SERVICES OR \$100.

YOU AGREE THAT IN NO EVENT WILL LISCIO BE LIABLE TO YOU (i) FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN ANY WAY IN CONNECTION WITH THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF LISCIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The foregoing disclaimer of liability will not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above limitations of liability together with the other provisions in these Terms that limit liability are essential terms and that Liscio would not be willing to grant you the rights set forth in these Terms but for your agreement to the above limitations of liability.

8. DISPUTE RESOLUTION

If you have a complaint about the Services, please contact Liscio via email at support@liscio.me. Except where prohibited by local law, these Terms are governed by and construed and enforced in accordance with the internal laws of the State of California (without giving effect to the principles of conflicts of laws of such state) and are binding on Liscio and you in the United States and worldwide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these Terms. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, THE CAUSE OF ACTION IS PERMANENTLY BARRED.

9. NOTICE TO CALIFORNIA RESIDENTS

BY USING THE SERVICES, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

If the Services are at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents are entitled to the following specific consumer rights information:

The provider of the Services is:

LISCIO, Inc.

120 West 7th Street, Suite 460

Bloomington, IN 47404

1-765-566-7127

If the Services are deemed as electronic commercial service, you may file a complaint regarding the Services or to receive further information regarding use of the Services by sending a letter to the attention of Liscio's Chief Financial Officer.

10. TERMINATION

You may terminate your Account at any time for any reason effective upon written notice to Liscio. Liscio reserves the right immediately to suspend or terminate your account and access to the Services without notice if Liscio believes you violated these Terms. Liscio reserves the right to notify your employer about the termination of your access to the Services.

Termination will not limit any of Liscio's other rights or remedies. The Liscio Content, Submissions, Disclaimer of Warranties, Limitation of Liability and Exclusion of Certain Damages, Dispute Resolution, Mobile Applications and General Terms Sections and any other provision that is by its terms intended to survive termination shall survive termination of these Terms.

11. ADDITIONAL TERMS

Certain features of the Services, such as services offered by business partners, may be subject to additional terms (“**Additional Terms**”) presented in conjunction with them. Regardless of how they are presented to you, you must agree to Additional Terms before using the features of the Services to which they apply. Unless otherwise specified in Additional Terms, all Additional Terms are incorporated into these Terms. If you do not agree to Additional Terms, then you may not use the Services to which they relate. These Terms and Additional Terms apply equally but, if any Additional Term is inconsistent with any provision of these Terms, the Additional Term will prevail for the Services to which the Additional Terms apply.

12. LINKS TO OTHER WEBSITES AND SERVICES

The Services also may contain links to other websites or online services that we think may interest you (collectively, “**Linked Services**”). Linked Services are not under the control of Liscio and Liscio is not responsible for Linked Services or for any information or materials on, or any form of transmission received from, any Linked Service. The inclusion of a link does not imply endorsement by Liscio of the Linked Services or any association with the operators of the Linked Services. Liscio does not investigate, verify or monitor the Linked Services. Liscio provides links to Linked Services for your convenience only. You access Linked Services at your own risk.

13. US GOVERNMENT RIGHTS

The Services are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Services as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

14. MOBILE APPLICATIONS

If you download any of Liscio's Apps from a third-party app store (the “**App Platform**”), you acknowledge and agree that:

- These Terms are an agreement between us and not with the App Platform. As between Liscio and the App Platform, Liscio is solely responsible for the applications.
- The App Platform has no obligation to provide any maintenance and support services with respect to the applications.
- In the event of any failure of the applications to conform to any applicable warranty, (i) you may notify the App Platform and the App Platform may refund the purchase price for the applications to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Platform will have no other warranty obligation whatsoever with respect to the applications, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is, as between Liscio and the App Platform, Liscio's responsibility.
- The App Platform is not responsible for addressing any claims you have relating to the applications or your possession and use of the applications.
- If a third party claims that an application infringes another party's intellectual property rights, as between the App Platform and Liscio, Liscio is responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- The App Platform and its subsidiaries are third-party beneficiaries of these Terms as it relates to your license to the applications. Upon your acceptance of the terms and conditions of these Terms, the App Platform will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the applications against you as a third-party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the applications.

15. ELECTRONIC SIGNATURE

You agree that your electronic signature to these Terms is intended to authenticate this writing and to have the same force and effect as your manual signature. For purpose of these Terms, your electronic signature is any electronic sound, symbol or process attached to or logically associated with these Agreement and executed and adopted by either party with the intent to sign this Agreement.

16. GENERAL TERMS

- These Terms (i) inure to the benefit of and will be binding upon Liscio's and you and your successors and assigns, respectively and (ii) may be assigned by Liscio but you may not assign them without the prior express written consent of Liscio;
- These Terms, together with our Privacy Policy, contain the entire understanding by and between Liscio and you with respect to the matters contained herein;
- If any provision of these Terms is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision had not been inserted herein;
- If Liscio fails or you fail to perform any of these Terms and you do not enforce the term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion;
- Nothing contained in these Terms will be deemed to constitute Liscio or you as the agent or representative of the other or as joint venturers or partners;
- If Liscio is or you are prevented from performing or unable to perform any obligation under these Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence;
- The headings and captions contained herein are for convenience only; and
- These Terms and all related documentation are drafted in English. While certain text in these Terms may be made available in languages other than English (whether translated by a person or solely by computer software), the English language version controls.

HOW TO CONTACT LISCIO

Please contact Liscio at:

LISCIO, Inc.

120 West 7th Street, Suite 460

Bloomington, IN 47404

Email: support@liscio.me

Telephone: [\(765\) 566-7127](tel:(765)566-7127)