

## **ZEUSOLOGY, LLC - TERMS OF SERVICE**

Effective April 29, 2015

### **1. CONTRACTUAL RELATIONSHIP**

These Terms of Use (“*Terms*”) govern the access or use by you, an individual, from within the United States and its territories and possessions of applications, websites, content, products, and services (the “*Services*”) made available in the United States and its territories and possessions by Zeusology, LLC and its subsidiaries and affiliates (collectively, “*Zeusology*”). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Zeusology. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Zeusology may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Zeusology may amend the Terms related to the Services from time to time. Any changes will be effective immediately upon the posting of the revised Terms. We encourage you to periodically review this page for the latest information on our practices.

Our collection and use of personal information in connection with the Services is as provided in Zeusology's Privacy Policy located at [www.themo-de.com](http://www.themo-de.com).

### **2. THE SERVICES**

The Services constitute a technology platform that enables users (“*User(s)*”) of Zeusology's mobile applications or websites including Zeusology’s MO-DE mobile application provided as part of the Services (each, an “*Application*”) to arrange and schedule various services with third party providers of such services, including independent third party service providers under agreement with Zeusology or certain Zeusology affiliates (“*Third Party Providers*”). Unless otherwise agreed by Zeusology in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT ZEUSOLOGY DOES NOT PROVIDE SERVICES APART FROM FACILITATING THE TECHNOLOGY PLATFORM BY WHICH YOU ARRANGE AND SCHEDULE SERVICES.

**OWNERSHIP.**

The Services and all rights therein are and shall remain Zeusology's property or the property of Zeusology's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Zeusology's company names, logos, product and service names, trademarks or services marks or those of Zeusology's licensors.

**LICENSE.**

Subject to your compliance with these Terms, Zeusology grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Zeusology and Zeusology's licensors.

**THIRD PARTY SERVICES AND CONTENT.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that Zeusology does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Zeusology does not endorse such third party services and content and in no event shall Zeusology be responsible or liable for any products or services of such third party providers. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

**RESTRICTIONS.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Zeusology; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

**3. YOUR USE OF THE SERVICES****NETWORK ACCESS AND DEVICES.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Zeusology does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

### **USER ACCOUNTS.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Zeusology certain personal information, such as your name, address, mobile phone number, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Zeusology's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Zeusology in writing, you may only possess one Account. You may also input your gender, email contacts, photograph, social media account information, some of which may be required and some of which may be voluntary of your part. Your Account may be visible to other users of the Application and Zeusology is not responsible for misuse of Account information by third parties.

### **USER PROVIDED CONTENT.**

Zeusology may, in Zeusology's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Zeusology through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Zeusology, you grant Zeusology 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 exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Zeusology's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Zeusology the license to the User Content as set forth above; and (ii) neither the User

Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Zeusology's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Zeusology in its sole discretion, whether or not such material may be protected by law. Zeusology may, but shall not be obligated to, review, monitor, or remove User Content, at Zeusology's sole discretion and at any time and for any reason, without notice to you.

#### **USER REQUIREMENTS AND CONDUCT.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (*e.g.*, no unlawful or hazardous activities). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

#### **COMMUNICATIONS.**

By creating an Account, you agree that the Services may send you informational text (SMS) messages and make phone calls to the mobile number provided as part of the normal business operation of your use of the Services. You may also receive communications from Third Party Providers within the mobile application. You are responsible for any charges incurred by your mobile phone provider for such communications. If you choose to opt out of receiving communications, You acknowledge that may impact your use of the Services. If you engage in communications, they may be stored and accessed by Zeusology for any purpose.

#### **4. PAYMENT**

You understand that use of the Services may result in charges ("*Charges*") to you for the services or goods you receive from a Third Party Provider. Your payment of the Charges will be processed through a third party fee processor ("*Fee Processor*"). Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of all fees and taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by the Third Party Provider. Zeusology is not responsible for payment or service disputes so you should contact the Third Party Provider with any questions about the Charges.

All Charges are due immediately and payment will be facilitated by the Fee Processor

using the preferred payment method designated in your Account, after which the Fee Processor will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Fee Processor may use a secondary payment method in your Account, if available.

As between you and Zeusology, Zeusology reserves the right to establish, remove and/or revise Charges, at the discretion of and on behalf of the Third Party Provider, for any or all services or goods obtained through the use of the Services at any time in Zeusology's sole discretion. Zeusology will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee depending on the Third Party Provider's policy for such matters.

## **5. LIMITATION OF LIABILITY; DISCLAIMERS; INDEMNITY.**

### **LIMITATION OF LIABILITY.**

ZEUSOLOGY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF ZEUSOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZEUSOLOGY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF ZEUSOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZEUSOLOGY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ZEUSOLOGY'S REASONABLE CONTROL. IN NO EVENT SHALL ZEUSOLOGY'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

ZEUSOLOGY'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT ZEUSOLOGY HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW OR YOUR RIGHTS DIRECTLY AGAINST ANY THIRD PARTY PROVIDER WITH RESPECT TO THE

GOODS OR SERVICES REQUESTED THROUGH THE SERVICES.

**DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ZEUSOLOGY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, ZEUSOLOGY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ZEUSOLOGY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

**INDEMNITY.**

You agree to indemnify and hold Zeusology and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Zeusology's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

**6. DISPUTE RESOLUTION**

**ARBITRATION.**

You agree that any dispute relating to or arising from this Agreement shall be resolved through arbitration. Any such arbitration shall be in accordance with the Expedited Commercial Rules of the American Arbitration Association ("AAA") in effect at the time the dispute is filed, except to the extent such rules conflict with this Agreement. The cost of the arbitration will be borne equally by the Parties. Any such arbitration shall be held in Dallas, Texas (or wherever else the Parties mutually consent) and directed by AAA. Notwithstanding the foregoing or the then-current specified Expedited Commercial Rules of AAA, the following shall apply with respect to the arbitration proceeding: (i) the arbitration proceedings shall be conducted by one arbitrator selected by the Parties, provided, if the Parties fail to make such designation within five (5) days after receipt by AAA of the demand for arbitration, AAA shall make the appointment in its sole discretion of an arbitrator with a minimum of ten (10) years' experience and knowledge with respect to agreements substantially similar to this Agreement; (ii) the arbitrator will

apply Texas law and will have no power to alter any provision of this Agreement nor to determine any matter; and (iii) the existence, subject, evidence, proceedings and rulings resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclosed by either Party, their representatives, or the arbitrator, except (A) to the professional advisors of each of the Parties, (B) in connection with a public offering of securities of either of the Parties, (C) as ordered by any court of competent jurisdiction, or (D) as required to comply with any applicable governmental statute or regulation. The arbitrator will not be bound by legal rules of procedure, and may receive evidence in any manner designed to achieve an equitable result for the Parties. All offers, promises, conduct, and statements, whether written or oral, made in the course of negotiation or arbitration hereunder are confidential, privileged, and inadmissible for any purpose, including, without limitation, impeachment, or estoppel, in any other litigation or proceeding involving any of the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or arbitration. Judgment on any arbitration award may be entered in any court of competent jurisdiction.

## **7. OTHER PROVISIONS**

### **CHOICE OF LAW.**

These Terms are governed by and construed in accordance with the laws of the State of Texas, U.S.A., without giving effect to any conflict of law principles.

### **CLAIMS OF COPYRIGHT INFRINGEMENT.**

Claims of copyright infringement should be sent to Zeusology's designated agent. Please email claims to [notice@themo-de.com](mailto:notice@themo-de.com). Claims should include the subject line "COPYRIGHT INFRINGEMENT CLAIM." The claim notice should include the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) 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 at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

- (v) A statement that the complaining party has 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
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**NOTICES.**

Zeusology may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Zeusology, with such notice deemed given when received by Zeusology, at any time by emailing us at [notice@themo-de.com](mailto:notice@themo-de.com).

**GENERAL.**

You may not assign these Terms without Zeusology's prior written approval. Zeusology may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Zeusology's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Zeusology or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Zeusology's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Zeusology in writing.