

Date: February 1, 2018

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

Welcome to the website of My-Nyoobe, Inc. a corporation organized under the laws of Delaware (collectively “My-Nyoobe” “Company”, “site” “website” “we” or “us”). Provider is the owner of a website (the “website”) and related services, modules, functions, software, platforms and application for mobile devices ( the “App”) and HTML-formatted e-mail messages (collectively, the “Services”). The App is a referral service between an individual and any business.

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your (“Your” “You” or “User”) access to and use of this website (the “Website”) and use of the Services.

Please read the Terms of Use carefully before you start to use the Website and Services. **By using the Website and Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy incorporated herein by reference (“Privacy Policy“)** available at [www.\\_Nyoobe\\_\\_\\_\\_.com](http://www._Nyoobe____.com). If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website or Services.

**ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS.**

This Website and Services are offered and available to users who are 18 years old or older. By using this Website or Services you represent and warrant that you are of legal age to form a binding contract with the Company. If you are not 18 years old or older, you must not access or use the Website or Services without the consent of a parent or legal guardian .

By using the Services, you state that:

- You can form a binding contract with My-Nyoobe;
- You are not a person who is barred from receiving the Services under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the

U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition;

- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations;

### **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. Your continued use of the Website and Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

### **Accessing the Website and Account Security**

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

You are responsible for

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website 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 Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We may, without notice to you, at any time, revise these Terms of Use and any other information contained in this Web site. We may also make improvements or changes in the products, services, or programs described in this site at any time without notice.

### **General**

This website contains proprietary notices and copyright information, the terms of which must be observed and followed.

The Company grants you a non-exclusive, non-transferable, limited permission to access and display the Web pages within this site as a user, customer or potential customer of the Services offered by Us provided you comply with these Terms of Use, and all copyright, trademark, and other proprietary notices remain intact. You may only use a crawler to crawl this Web site as permitted by this Web site's robots.txt protocol, and the Company may block any crawlers in its sole discretion. The use authorized under this agreement is non-commercial in nature (e.g., you may not sell the content you access on or through this Web site.) All other use of this site is prohibited.

We grant you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sub licensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Service's benefits in a way that these Terms and our Privacy Policy allows.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by My-Nyoobe as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by My-Nyoobe, in the manner allowed by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is very important to us. Some of the software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Except for the limited permission in the preceding paragraphs, the Company does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this site on another Website or in any other media. Any software and other materials that are made available for downloading, access, or other use from this site with their own license terms will be governed by such terms, conditions, and notices. Your failure to comply with such terms or any

of the terms on this site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession, custody or control.

## **Disclaimer**

From time to time, this Website may contain technical inaccuracies or typographical errors, and we do not warrant the accuracy of any posted information. Please confirm you are using the most up-to-date pages on this Web site, and confirm the accuracy and completeness of information before using it to make decisions relating to services, products, or other matters described in this Web site.

If any term in this Terms of Use is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Terms of Use will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Terms of Use.

## **User Content**

The site may contain User Content. User Content may be provided by user third-party contributors, some of whom may be anonymous. Be advised that User Content may be inaccurate, incomplete, misleading or deceptive. The Company does not endorse and is not responsible for any User Content, including any advice, opinion, information, or statement contained therein. You acknowledge that by accessing the Site, you may come into contact with content (including User Content) that you find harmful, offensive, threatening, indecent or objectionable, including, but not limited to, explicit language and other potentially offensive material, and you acknowledge that the Company shall have no liability with respect to such content.

You may be able to post User Content. You must not post any User Content that is threatening, abusive, unlawful, fraudulent, discriminatory, libelous, defamatory, obscene or otherwise objectionable, or that contains ethnic, sexual, racial or other discriminating slurs. You must also not post any User Content that contains proprietary information, trade secrets, confidential information, solicitations, advertisements, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing), or encourages or causes spamming or flooding.

You are prohibited from posting any User Content containing state, government or federal identification information or numbers (whether your own or of another person), such as national identification number, social security number, passport number, insurance number, driver's license number, immigration number, or any other similar number, code, or identifier. Posting

such identification information could possibly cause identity theft. The Company may remove any such identification information, but we are under no obligation to do so and have no responsibility and disclaim all liability or damages for any user posting of such identification information.

The Company reserves the right to disclose all User Content and other relevant or related information, and the circumstances surrounding their transmission, to any third party in connection with operating the Site; to protect itself, its affiliates, its partners and its users or visitors; and to comply with legal obligations or governmental requests. What this means is that we may honor law enforcement or court-mandated requests such as subpoenas or search warrants to reveal a user's electronic address and identity, or other properly requested information.

Although we have no obligation to do so, we may monitor User Content, and reserve the right to delete any User Content or portion thereof that, in the Company's sole discretion, violates the above rules, including any User Content that is unrelated to the specific area of the Site on which it is posted, or that is an advertisement, or other commercial message, or that the Company determines in its sole discretion to be inappropriate. If you believe that any User Content violates this Agreement or our policies, please contact us immediately so that we may have the opportunity to consider whether to remove the content or not. Just so there is no ambiguity in these terms and conditions, the Company does not have any obligation to remove any User Content, and whether User Content is deemed to be inappropriate or violates any Company policy will always remain within the sole discretion of the Company.

Please take note of the following: Section 230 of the U.S. Communications Decency Act provides that:

(1) Treatment of publisher or speaker

No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

(2) Civil liability No provider or user of an interactive computer service shall be held liable on account of-

(A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected; or

(B) any action taken to enable or make available to information content providers or others the technical means to restrict access to material described in paragraph (1).

## **License to User Content and Feedback**

Only to the extent as permitted by law, if you post content or submit material to the Company, including photographs or material you grant us a nonexclusive, worldwide, perpetual, (revocable only as described below), fully paid, royalty-free, sublicensable right and license to use, sell, make, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such content and materials for the purpose of publishing material on the Company's website or its publisher partners, maintaining the Company website and promoting the Company without restriction. You further grant to the Company, its affiliates, and sublicensees the right to use your user name, user name, and/or trademarks and logos in connection with any such User Content or Company marketing materials or content that we might publish or display on the site.

As a user of the site, you represent, warrant and acknowledge that: (i) you own the User Content that you submit, display, post or otherwise make available on or through the Site, or that you otherwise have the right to grant the license set forth in this section, (ii) that all such User Content, and its submission, display, posting or availability on or through the Site does not violate any applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity, and (iii) such submission, posting, display or availability on or through the Site does not result in or cause any breach of contract between you and any third party. You further agree to pay for all royalties, fees, damages, and any other monies of any kind owed to any person or entity by reason of such User Content. You agree to defend, indemnify and hold harmless the Company and its affiliates and sublicensees from all claims of any kind resulting from any such User Content. If you desire to request to revoke the license granted by you in this Section for any such User Content, you must send a certified letter of request to the postal address listed above with a copy of your passport or national identity card (for identity verification purposes) and request removal of such User Content. Your certified letter of request to remove such User Content must include (a) your name, address, telephone number, and email address; (b) the signature of the applicable rights holder for such User Content or a person authorized to act on behalf of the rights holder; (c) identification of the User Content for which the license is to be revoked, and please provide all necessary information reasonably sufficient to allow the Company to locate and remove such User Content on the Site; (d) a written statement certifying that you have a good faith belief that you are the rights holder or authorized by the rights holder to revoke the license for the designated User Content; and (e) a statement that the information in the request to remove the user content is accurate, and under penalty of perjury, that you are the rights holder or are authorized to act on behalf of the rights holder with respect to such User Content that you desire to be removed from the site.

Only if you desire to do so voluntarily, you may offer feedback to the Company about the functionality and performance of the Site, including, without limitation, identifying ways to modify the site, potential errors, making improvements, fixing bugs, or enhancements (“Feedback”). By providing Feedback, you hereby grant to the Company a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right and license to use, sell, make sublicense, reproduce, perform, distribute, display, prepare derivative works from and otherwise exploit all such Feedback for any purpose without restriction. You agree that the Company may disclose any or all Feedback to any third party in any manner, and you agree that the Company may sublicense any or all Feedback in any form to any third party without restriction. By providing any Feedback, you agree that your provision of such Feedback is unsolicited, gratuitous and without restriction, and will not put the Company under any confidentiality, fiduciary, or other any obligation, and that the Company is free to use such Feedback without any additional compensation to you, and that we are free to disclose such Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by accepting any Feedback, we do not waive any rights to use similar or related ideas previously known to the Company, or developed or created by its employees, or derived from sources other than you.

### **Confidential information**

The Company does not want to receive confidential or proprietary information from you through our Web site. Please note that any information or material sent to the Company will be deemed NOT to be confidential. By sending the Company any information or material, you grant the Company an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information. You also agree that the Company is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law. Personally-identifiable information that you submit to the Company for the purpose of receiving products or services will be handled in accordance with our privacy policies. Please see the tab entitled “Privacy” for information regarding the Company’s privacy policies.

## **Global availability**

Information the Company publishes on the Internet may contain references or cross references to the Company's products, programs and services that are not announced or available in your country. Such references do not imply that the Company intends to announce or make available such products, programs, or services in your country.

## **Business relationships**

This website may provide links or references to non-Company third party Websites and resources ("third party websites"). The Company makes no representations, warranties, guarantees or other commitments or endorsements whatsoever about any third party websites that may be referenced, accessible from, or linked to any Company site and will not be liable to you under any circumstances for any decision made or action taken by you in reliance on any third party websites. In addition, the Company is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from a Company site. When you access a non-Company Web site, even one that may contain the Company-logo, please understand that it is independent from the Company, and that the Company does not control the content on that Web site. It is up to you to take precautions to protect yourself from viruses, worms, Trojan horses, and other potentially destructive programs, and to protect your information.

IN NO EVENT SHALL My-Nyoobe OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES SUFFERED BY A USER (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY THIRD PARTY WEBSITES OR RELATED SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER WE WERE GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT SUCH DAMAGES WERE POSSIBLE.

## **Linking to this site**

The Company consents only to links to this Web site in which the link and the pages that are activated by the link do not: (a) create frames around any page on this Web site or use other techniques that alter in any way the visual presentation or appearance of any content within this site; (b) misrepresent your relationship with the Company; (c) imply that the Company approves or endorses you, your Web site, or your service or product offerings; and (d) present false or misleading impressions about the Company or otherwise damage the goodwill associated with the the Company name or trademarks. As a further condition to being permitted to link to this



site, you agree that the Company may at any time, in its sole discretion, terminate permission to link to this Web site. In such event, you agree to immediately remove all links to this Web site and to cease any related use of the Company trademarks.

### **Acts Against the Services**

You shall not attempt or engage in potentially harmful acts that are directed against the Services including, without limitation, any one or more of the following: (a) Using the Services in contravention of any other agreement to which you are a party, including without limitation any employment agreement to which you may be a party; (b) causing, allowing, or assisting any other person to impersonate you; (c) sharing your password or login with any other person; (d) logging onto a server or Account that you are not authorized to access; (e) creating more than one account, forging user names, manipulating identifiers, or otherwise impersonating any other person or misrepresenting your identity or affiliation with any person or entity; (f) posting content that contains pornography, graphic violence, threats, hate speech, or incitements to violence; (g) collecting points without physically being inside of an Establishment; (h) violating or attempting to violate any security features of the Services; (i) emulating or faking usage of the Services; (j) using manual or automated software, devices, scripts, robots, or other means or processes to access, “scrape,” “crawl,” or “spider” any pages contained in the Site; (k) introducing viruses, worms, software, Trojan horses, or other similar harmful code into the Services; (l) interfering or attempting to interfere with the use of the Services by any other user, host, or network, including without limitation by means of submitting a virus, overloading, “flooding,” “spamming,” “mail bombing,” “pinging,” or “crashing” the Services; (m) causing, allowing or assisting machines, bots, or automated services to access or use the Services without the express written permission of My-Nyoobe; (n) tampering with the operation, functionality, or the security of the Services; (o) attempting to override or circumvent any security or usage rules embedded into the Services that permit digital materials to be protected; (p) attempting to probe, scan, or test the vulnerability of the Services, or any associated system or network, or breach any security or authentication measures; (q) misusing, tricking, disrupting, or otherwise interfering with the functioning of the Services; (r) harvesting or collecting email addresses or other contact information of other users or clients from the Services by electronic or other means; (s) reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for any underlying intellectual property used to provide the Services; (t) engaging in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services; (u) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (v) deep-linking to any portion of this Services without our express written permission; (w) acting illegally or maliciously against the business interests or reputation of My-Nyoobe or the Merchants promoted via the Services; (x) hyperlinking to the Services from any other website without our initial and ongoing consent; (y) using the Services or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with My-Nyoobe; (z) reselling or repurposing your access to the Services or any purchases made through the Services; or (zi) using the Services or any of its resources to solicit other users of the Services, or other business partners of My-Nyoobe to become users or partners of other online or offline services directly or indirectly competitive or

potentially competitive with My-Nyoobe, including without limitation, aggregating current or previously offered coupons or deals.

Violations of system or network security may result in civil or criminal liability. You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise impair a computer's functionality or operation.

### **Respecting Other People's Rights**

My-Nyoobe respects the rights of others. And so should you. You therefore may not upload, post, send, or store content that:

- violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right;
- bullies, harasses, or intimidates;
- promotes or encourages self-injury which includes but is not limited to suicide, eating disorders, cutting, burning or scratching;
- promotes or advertises the sale of drugs, firearms, explosives or anything illegal;
- contains pornography, nudity, graphic violence, threats, hate speech, or incitements to violence;
- discriminates in anyway including race, skin color, national origin, gender, disability, religion or age;
- defames; or
- spams or solicits My-Nyoobe's users.

You must also respect other's rights. These Terms do not grant you any right to:

- use branding, logos, designs, photographs, videos, or any other materials used in our Services;
- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth in these Terms;
- use the Services or any content on the Services for any commercial purposes without our consent.

In short: You may not use the Services or the content on the Services in ways that are not authorized by these Terms. Nor may you help or enable anyone else in doing so.

## **Respecting Copyright**

We honor the requirements set forth in the Digital Millennium Copyright Act. We therefore take reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. And if the Company becomes aware that one of its users has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate the user's account.

We make it easy for you to report suspected copyright infringement. If you believe that anything on the the website infringes a copyright that you own or control, please contact Us:

### **My-Nyoobe**

Attn: Copyright Agent

Email: [Support@Nyoobe.com](mailto:Support@Nyoobe.com)

If you file a notice by mail with Us, it must comply with the requirements set forth at 17 U.S.C. § 512(c)(3). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify 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 let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

## **Intellectual property rights**

You acknowledge that all intellectual property rights in the App and Services, and the Documents anywhere in the world belong to My-Nyoobe or our licensors, that rights in them are licensed (not sold) to you, and that you have no rights in, or to, the App or the Documents other than the right to use each of them in accordance with these Terms.

You acknowledge that you have no right to have access to the App in source-code form.

### **Trademark Information**

You agree that all of My-Nyoobe's trademarks, trade names, service marks, and other logos and brand features that are displayed via the Services (collectively, the "Marks") are trademarks and the property of My-Nyoobe. You agree not to display or use Our Marks in any manner without Our prior permission. Sponsor and third party website trademarks are the property of the respective Sponsors and third parties. The display of any Sponsor or third parties trademarks via the Services does not necessarily mean that My-Nyoobe has an affiliation with these entities.

### **PAYMENTS**

Users are not charged any fees to use the App.

### **REFUNDS**

We will offer no refunds. We provide the services "AS-IS".

### **TERMINATION**

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your Usership.

My-Nyoobe will terminate a user's access to the App and Services if the User is determined to have misused the App or Services in any manner.

We also care about your safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws.

If you wish to terminate your Account, you may do so by following the instructions on the website or through the Services. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **DISCLAIMER OF WARRANTIES**

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. IN ADDITION, WHILE THE COMPANY ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; (C) THAT ANY COMPANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE; or (D) THAT ANY OFFERS OR THIRD PARTY PRODUCTS, THIRD PARTY WEBSITES AND RELATED SERVICES WILL BE ACCURATE OR FIT FOR ANY INTENDED PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES, ITS SERVERS, OR E-MAIL SENT FROM THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY WILL BE RESPONSIBLE FOR.

As a registered user of the Services, you may receive or establish a username and one or more passwords. You are solely responsible for maintaining the confidentiality and security of your password(s) and Account. You understand and agree that you are individually and fully responsible for all actions and postings made from your Account. Any accounts you create are not transferrable. You agree to notify We immediately if you become aware of any unauthorized use of your Account.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES FROM THIS WEB SITE, YOU DO SO AT YOUR OWN DISCRETION AND

RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM.

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

### **Limitation of Liability**

**UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ITS AFFILIATES, OR ITS THIRD-PARTY LICENSORS, BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON THE SITE OR SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES INCLUDING BODILY INJURY DAMAGES, EMOTIONAL DISTRESS DAMAGES OR DEATH WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE, EVEN IF THE COMPANY OR ITS AFFILIATES, OR THEIR THIRD-PARTY LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE OR SERVICES, FROM RELIANCE OR DAMAGE CAUSED BY INFORMATION OR USER CONTENT OR MATERIALS POSTED ON THE SITE, FROM INABILITY TO USE THE SITE OR SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR SERVICES OR APP (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR SERVICES OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE ON THE SITE OR SERVICES FROM THIRD PARTY WEBSITES. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SITE OR SERVICES OR ANY INFORMATION THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SITE OR SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND TO THE FULLEST EXTENT PERMITTED BY LAW.**

**IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCLUDING BODILY INJURY DAMAGES, EMOTIONAL DISTRESS DAMAGES OR DEATH INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE, SERVICES OR ANY CONTENT, OR THIRD PARTY WEBSITES PROVIDED ON OR THROUGH THE SITE OR SERVICES.**

**IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS TERMS OF USE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION OR ARBITRATOR AND THE COMPANY BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED THE COMPANY'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE SHALL NOT EXCEED THE LESSER OF \$10.00 (TEN DOLLARS) OR THE AMOUNT YOU PAID TO USE THE SERVICES, IF ANY, IN THE THREE (3) MONTHS PRECEDING THE CLAIM.**

**TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.**

User acknowledges and agrees that without the foregoing exclusions and limitations of liability, The Company would not be able to offer the website or services, and that such exclusions and limitations of liability shall apply, even if they would cause user's remedies under this agreement to fail of their essential purpose.

### **Applicable Law**

By using the Services you agree that the laws of the State of Delaware without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between You and Us.

### **Disputes**

**ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SERVICES SHALL**

**BE SUBMITTED TO CONFIDENTIAL BINDING ARBITRATION IN DUVAL COUNTY, FLORIDA EXCEPT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.**

**CONFIDENTIAL ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY UNDER THE CONSUMER ARBITRATION RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA'S CONSUMER RULES"), EXCLUDING ANY RULES AND PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE RULES ARE AVAILABLE AT THE AMERICAN ARBITRATION ASSOCIATION'S WEBSITE.**

**YOU AND My-Nyoobe AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.**

**THE ARBITRATOR SHALL APPLY DELAWARE LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.**

**IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE COURT IN DUVAL COUNTY, FLORIDA.**

**If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules.**

### **Indemnification**

You understand and agree that you are personally responsible for your behavior on the Site and use of the Services. You agree to indemnify, defend and hold harmless Company, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential,



exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site and Services, Your Content, or any violation by you of these Terms of Use.

### **Force Majure**

In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance.

### **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, 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.

### **Entire Agreement**

The Terms of Use, including all documents expressly incorporated herein by reference, constitute the sole and entire agreement between you and the Company with respect to the

Website and Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website and Services.

### **Your Comments and Concerns**

This website and Services are operated by My-Nyoobe, Inc. which is located at 132 Central Ave Blackshear Ga 31516.

All other feedback, comments, requests for technical support, and other communications relating to the Website and Services should be directed to: [Support@Nyoobe.com](mailto:Support@Nyoobe.com)

Thank you for visiting the Website.