



Terms and Conditions of Use



Serving Score, Inc. (“we,” “us” and “our” and also “Serving Score” and “ServingScore”) maintains the ServingScore website and mobile application, including related features, products, and services (collectively, the “Service”). You should read these Terms and Conditions of Use (these “Terms”) carefully before using the Service. Access to and use of the Service is subject to these Terms, and your use of the Service constitutes your acceptance of these Terms as an Agreement. If you do not agree to this Agreement, you should not use the Service. Serving Score may revise these Terms from time to time.

Supplemental terms and conditions or documents that may be posted in connection with the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Service after the date such revised Terms are posted.

1. Purpose of the Service

The Serving Score Service enables you to obtain a value (“ServingScore”) reflecting the composite nutritional quality of a single serving of a food or beverage product relative to comparable products, generally by scanning the product barcode. The data is substantially derived from the extensive database provided by the United States Department of Agriculture, Agricultural Research Service, through its website data portal: FoodData Central, available at the following location: fdc.nal.usda.gov. Our data is collaterally derived from commercial databases with which we have established a relationship. We may note that relationship in statements within the Service. We use this information in conjunction with our proprietary algorithm and software to provide the ServingScore.

As part of the Service, we may use other mechanisms to gather data, and we may provide data regarding products that are not packaged, such as food items available from restaurants. We may include a variety of features, including a record of prior scans, ability to share your discovered product ServingScores on social media or via email, ability to receive product recommendations or product coupons as well as other features. You acknowledge that Serving Score disclaims any responsibility for, or liability related to, your use of the Service (see “Disclaimer of Warranties”

below). You may never rely through the Service to determine whether any particular food or beverage product is safe to eat or otherwise consume, or to determine the nutritional diet that is appropriate for you or your family members, and Serving Score hereby specifically disclaims any responsibility for, or liability related to, your use of the Service for such purposes. You should consult with your physician to assess what food and beverage products are right for you. Our Service is limited to scoring food and beverage products as a means to enable you to determine whether one food or beverage product might be more or less nutritious than a comparable food or beverage product.

2. Use of the Service

Use of the Service may be available through a compatible Internet browser or mobile device and may require network connections and software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. You are only entitled to access and use the Service for lawful purposes. You agree that Serving Score may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Serving Score a perpetual, worldwide, fully-transferable, sub-licensable, irrevocable, fully paid-up, royalty-free license to use the feedback you provide to Serving Score in any way. You further agree that you will not: (i) use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service; (ii) post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of Serving Score or the Service; or (iii) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service. You agree that your use will not offend the Prohibited Uses set forth below.

3. Lawful Use; Use by Minors

Your access to and use of the Service is subject to all applicable international, federal, state and local laws and regulations. You represent and warrant that you will not use the Service in any manner or for any purposes that are unlawful or prohibited by this Agreement. The Service is not targeted towards, nor intended for use by, anyone under the age of 18. By using the Service, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not use, access, or register for the Service. Serving Score reserves the right to terminate your membership in the event that Serving Score becomes aware you are under 18.

4. User Accounts

To use the Service, you may be required to first register by creating a User Account. You should take measures to maintain and preserve the confidentiality of the username and password associated with your User Account, and you must notify Serving Score promptly of any unauthorized use or suspected breach of security of your User Account. Serving Score shall not be liable for any losses that may result from any unauthorized use of your User Account or

failure to maintain appropriate confidentiality measures. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your User Account, whether or not you have authorized such activities or actions. Serving Score owns your User Account credentials and may revoke or change them at any time.

5. User Generated Contributions

The Service may invite you to provide information, data, passwords, usernames, PINs, other log-in information, and to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or through the Service, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Service and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- a. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- b. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Service, and other users of the Service to use your Contributions in any manner contemplated by the Service and these Terms.
- c. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Service and these Terms.
- d. your Contributions are not false, inaccurate, or misleading.
- e. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- f. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, defamatory, libelous, slanderous, hateful, or otherwise objectionable (as determined by us).
- g. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- h. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.

- i. your Contributions do not violate any applicable law, regulation, or rule including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising.
- j. your Contributions do not violate the privacy, publicity contract or other rights of any third party.
- k. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- l. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- m. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- n. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.
- o. your Contributions do not contain any computer viruses, worms or other potentially damaging computer programs or files

Any use of the Service in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Service.

6. Contribution License

By posting your Contributions to any part of the Service [or making Contributions accessible to the Service by linking your account from the Service to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, and you do grant to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area through the Service. You are solely responsible for your Contributions to the Service and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations through the Service; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

7. Intellectual Property Rights

Unless otherwise noted, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, and other materials appearing through the Service which are not User Content (the “Serving Score Content”) and all methods, methodologies, procedures, processes, know-how, software, algorithms, techniques, and other technology (the “Technology”) displayed, used, or incorporated through the Service by Serving Score are copyrights, trademarks, service marks, trade secrets, or other intellectual property or proprietary content owned or licensed by Serving Score. You may use the available Serving Score Content and Technology only for your own personal use and internal business purposes, but you may not reverse-engineer or decompile any of the Technology. You may print a copy of available Serving Score Content solely for such purposes, but you may not remove any copyright, trademark or other notice displayed on the corresponding webpage or print-out. You may not use the available Serving Score Content and Technology on behalf of any third party or as part of a managed service. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the available Serving Score Content and Technology, in whole or in part, for any purpose without the express written permission of Serving Score or the respective owner. Nothing in this Agreement shall be construed as granting any permission (except as set forth in this paragraph), right, or license in any of the Serving Score Content or Technology. All intellectual property rights are fully reserved by Serving Score and any third-party owners of those rights.

8. Use of “Cookies” and Similar Tools

You understand and agree that Serving Score may store information on your device in the form of a “cookie” or similar tool for purposes of improving the functionality of the Service.

9. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE

THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitations on Liability

In no event shall Serving Score be liable to you or any other person or entity for any direct, indirect, incidental, special, consequential, punitive, or other such damages, including but not limited to any damages associated with: (i) loss of goodwill, profits, business interruption, or data, or other such losses; (ii) your inability to use the Service, any unauthorized use of the Service, or any function of the Service or failure of the Service to function; (iii) the provision of or failure to provide any service through the Service; (iv) errors or inaccuracies in the User Content, Serving Score Content, Technology, or any advertising or other information, software, products, services, and related graphics used, viewed, or obtained through the Service; or (v) any property loss including damage to your computer or computer system caused by viruses or other harmful components encountered during or on account of access to or use of this Service or any third-party website linked to this Service. These limitations of liability shall apply regardless of the form of action, whether based in contract, negligence, strict liability, other tort, or otherwise, and even if Serving Score has been advised of the possibility of any particular damages. To the extent you allege or assert any damages associated with the Service which are not excluded by the foregoing, then Serving Score's liability (and that of its agents, licensors, or service providers) for such damages shall not exceed the lesser of the price you paid to purchase the Service or one hundred dollars (\$100.00 USD).

11. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Service; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Service with whom you connected via the Service. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

12. Governing Law; Disputes; Enforceability

These Terms and the relationship between you and Serving Score will be governed by the laws of the State of Illinois (or applicable federal law), without regard to its conflict of law provisions. You agree to submit to the personal jurisdiction of the state and federal courts located in Chicago, Illinois, and waive any objections thereto. You further agree that any dispute arising from or related to your use of the Service must be brought exclusively in the state or federal courts located in Cook County, Illinois. You expressly consent to the personal jurisdiction of such courts and waive all objections hereto. If any provision of this Agreement shall be determined to be void or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall remain in force and effect.

13. Assignability

Serving Score may assign this Agreement and its rights and obligations hereunder to an affiliated company or, in the event of a merger or acquisition of Serving Score or the sale of substantially all of Serving Score's assets related to the services being provided to you, to the surviving or successor entity with reasonable notice to you. You may not assign this Agreement or the rights and obligations hereunder without the prior written consent of Serving Score.

14. Term and Termination

The term of this Agreement shall commence upon your first use of the Service, and shall continue (i) as long as you or any persons given access by you retain access rights to the Service, or (ii) until Serving Score ceases to operate the Service or closes your User Account. Serving Score shall not have any ongoing obligation to provide the Service; thus, Serving Score may cease to operate the Service at any time and for any reason. Without limiting the foregoing, Serving Score may cease to provide your User Account in the event of: (i) any dispute or termination of Serving Score's relationship with you; (ii) any dispute concerning ownership or control of your User Account; or (iii) use of your User Account in a manner that Serving Score,

in its sole discretion, considers improper or unacceptable. Serving Score reserves the right to limit the period of time during which Serving Score may make any User Content pertaining to you available through the Service. The Service should not be viewed as your backup, archival or storage service with respect to any User Content.

15. Privacy Policy

Any data that you provide to ServingScore using this Service is subject to the Privacy Policy that is posted in connection with the Service and in effect at the time such data is provided. Serving Score may update its Privacy Policy from time to time, so you should be sure to review the Privacy Policy posted through the Service prior to providing any information to Serving Score using the Service.

16. Entire Agreement

This Agreement (as supplemented by Serving Score's Privacy Policy, which is incorporated herein by reference) constitutes the entire Agreement and supersedes any other agreements or understandings (oral or written) between you and Serving Score with respect to their subject matters.

17. Prohibited Uses

You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Service, you agree not to:

- a. systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- b. make any unauthorized use of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- c. use a buying agent or purchasing agent to make purchases through the Service.
- d. use the Service to advertise or offer to sell goods and services.
- e. circumvent, disable, or otherwise interfere with security-related features of the Service, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Service and/or the Content contained therein.
- f. engage in unauthorized framing of or linking to the Service.

- g. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- h. make improper use of our support services or submit false reports of abuse or misconduct.
- i. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- j. interfere with, disrupt, or create an undue burden through the Service or the networks or services connected to the Service.
- k. attempt to impersonate another user or person or use the username of another user.
- l. sell or otherwise transfer your profile.
- m. use any information obtained from the Service in order to harass, abuse, or harm another person.
- n. use the Service as part of any effort to compete with us or otherwise use the Service and/or the Content for any revenue-generating endeavor or commercial enterprise.
- o. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service.
- p. attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service.
- q. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Service to you.
- r. delete the copyright or other proprietary rights notice from any Content.
- s. copy or adapt the Service's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- t. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Service or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Service.
- u. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other

similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

- v. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software.
- w. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service.
- x. use the Service in a manner inconsistent with any applicable laws or regulations.
- y. otherwise use the Service in a manner inconsistent with these Terms.

18. Guidelines for Reviews

We may provide you areas through the Service to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the product being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

19. Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Service: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that

each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

20. Social Media

As part of the functionality of the Service, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through the Service; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the Service via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account through the Service. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Service. You will have the ability to disable the connection between your account through the Service and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose,

including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Service. You can deactivate the connection between the Service and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

21. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Service ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

22. Third Party Websites

The Site may contain (or you may be sent via the Service) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Service or any Third-Party Content posted on, available through, or installed from the Service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Service and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Service or relating to any applications you use or install from the Service. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

23. Advertisers

We may allow advertisers to display their advertisements and other information in certain areas of the Service, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place through the Service and any services provided through the Service or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements through the Service, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. [As an advertiser, you agree that such advertisements are subject to our Digital Millennium Copyright Act (“DMCA”) Notice and Policy provisions as described below, and you understand and agree there will be no refund or other compensation for DMCA takedown-related issues.] We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

24. Service Management

We reserve the right, but not the obligation, to: (1) monitor the Service for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Service or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Service in a manner designed to protect our rights and property and to facilitate the proper functioning of the Service.

25. Digital Millennium Copyright Act

Notifications

We respect the intellectual property rights of others. If you believe that any material available on or through the Service infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Service infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works through the Service are covered by the Notification, a representative list of such works through the Service;

(3) 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 us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) 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 (6) 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 upon.

Counter Notification

If you believe your own copyrighted material has been removed from the Service as a result of a mistake or misidentification, you may submit a written counter notification to [us/our Designated Copyright Agent] using the contact information provided below (a “Counter Notification”). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following: (1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled; (2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located; (3) a statement that you will accept service of process from the party that filed the Notification or the party's agent; (4) your name, address, and telephone number; (5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (6) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

Designated Copyright Agent

ServingScore, Inc.
Attn: Copyright Agent
101 Weepingwood
Irvine, CA 92614
markabsher@servingscore.com

26. Term and Termination

These Terms shall remain in full force and effect while you use the Service. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

27. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Service at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Service without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Service at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Service during any downtime or discontinuance of the Service. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Service or to supply any corrections, updates, or releases in connection therewith.

28. Corrections

There may be information through the Service that contains typographical errors, inaccuracies, or omissions that may relate to the Service, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information through the Service at any time, without prior notice.

29. User Data

We will maintain certain data that you transmit to the Service for the purpose of managing the Service, as well as data relating to your use of the Service. Although we perform regular routine

backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Service. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

30. Electronic Communications, Transactions and Signatures

Visiting the Service, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and through the Service, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

31. California Users and Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

32. Miscellaneous

These Terms of Use and any policies or operating rules posted by us through the Service constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Service. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use. These Terms were generated in part by Termly's Terms and Conditions Generator.

Effective Date: October 10, 2020