

Terms of Service

Terms of Service

Terms of Service Agreement - Last revised: May 24, 2018

The website located at <http://www.ilobby.co> [1] (the "Site") is a copyrighted work belonging to iLobby LLC ("Company"). These Terms of Service ("Terms") set forth the legally binding terms for use of Company's Site and services as well as any use of any future service, provided through any platform, including without limitation, mobile apps or third party sites (collectively, the "Services"). Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted on the Service or Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

ACCESS AND USE OF THE SITE OR SERVICES IS SUBJECT TO BINDING INDIVIDUAL ARBITRATION OF ANY DISPUTES, WHICH MAY ARISE. PLEASE READ THE ARBITRATION PROVISIONS CAREFULLY AND DO NOT USE THE SERVICES IF YOU ARE UNWILLING TO ARBITRATE ANY DISPUTES YOU MAY HAVE WITH US AS PROVIDED BELOW.

1. USING COMPANY'S SERVICES

Company's Site provides a platform wherein Lobbyists may engage with, and provide services (such services, "Lobbying Services") to, non-Lobbyist advocates. For the purposes of this Agreement, "User," refers to all Lobbyists, non-Lobbyist debate participants and any other individual who otherwise accesses the Site. By accessing this Site or using Company's Services, Users agree that they have read, understand and agree to be legally bound by these Terms. Users further agree that they are accessing or using the Site or Services solely on their own behalf as an individual, and represent and warrant that they have the right, authority, and capacity to enter this agreement on their own behalf as an individual. No individual may access or use the Site or Services or accept this agreement if they are not at least 18 years old. If you do not agree with all the provisions of this agreement, do not access or use the Site or Services.

Accessing or using the Site or Services does not give Users ownership of any intellectual property rights in Company's Services or the content accessed. Any form of transfer or sublicense, or unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, or exploitation (commercial or otherwise), of any portion of the Site, including but not limited to all content, Services or tools is hereby expressly prohibited.

2. REGISTRATION, ACCOUNTS & PASSWORDS

2.1 User Account Creation. In order to use certain features of the Site and Services, Users must register for a personal account ("User Account") and provide certain information as prompted by the Site registration form. By registering for a User Account, Users represent and warrant that they are eligible to vote under applicable U.S. Federal and state law. Users further represent and warrant that: (a) all required registration information submitted is truthful and accurate; and (b) User will maintain the accuracy of such information. After providing all necessary information, User will be prompted to create a password for his or her account. Users may delete their User Account at any time (for any reason) by contacting the Site administrator at contact@ilobby.co [2]. Company may suspend or

terminate User Accounts in accordance with Section 11.

2.2 User Account Responsibilities. Users are solely responsible for maintaining the confidentiality of their User Account login information and are fully responsible for all activities that occur under their User Account, whether authorized by User or not. Users agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of their User Account or any other breach of security. Company is not liable for any loss or damage arising from failure to comply with the above requirements.

3. TERMS APPLYING TO USERS

3.1 Starting a Debate. Company's Site provides a platform where Users debate and support a variety of causes (e.g. repealing health care reform) and procure Lobbying Services to achieve goals relating to those causes. If a User starts a debate on the Site about a cause, that User will then become the caucus leader for that cause ("Caucus Leader"). It is the Caucus Leader's sole responsibility to articulate the goals of the cause, identify the total Contributions necessary to achieve that cause, and establish how long the debate will run. When a cause wins a debate (i.e. the number of votes in favor of the cause is greater than the number of votes in opposition at the conclusion of the debate), Lobbyists will have thirty (30) days to propose the scope of Lobbying Services to be provided (and associated fee) in order to achieve that cause. Only the Caucus Leader and cause supporters have the opportunity to select from available Lobbyists. The Lobbyist receiving the greatest number of votes after thirty (30) days will have the opportunity to enter into an agreement (independent of Company), governing the Lobbying Services to be provided by such Lobbyist. In the event that more than one Lobbyist receives a plurality of votes from cause supporters, the Caucus Leader will have the deciding vote regarding which Lobbyist to enter an agreement with. Company makes no guarantee that Users will be matched with a Lobbyist or that the Lobbyist will agree to provide Lobbying Services.

3.2 Arguments & Debate Committee. If a User posts an argument to a debate ("Argument") and that Argument earns the highest or second-highest number of votes, that User will be eligible to join the debate committee for that debate ("Debate Committee"), which also includes the Caucus Leader. If, for any reason, the Caucus Leader is unable to fulfill his or her duties or no longer wishes to continue supporting the cause under debate, the User with the Argument receiving the highest number of votes will have the opportunity to take his or her place as Caucus Leader.

3.3 Contributions. Any User may make a pledge toward the payment of a Lobbyist fee (such payment, your "Contribution") for any cause that is being debated on the Site. Users who make a Contribution will be required to provide their credit card information.

BY MAKING A CONTRIBUTION TOWARD A CAUSE, USER EXPRESSLY AGREES THAT USER WILL PAY COMPANY, AND THAT COMPANY MAY CHARGE USER'S CREDIT CARD IN THE AMOUNT OF USER'S PLEDGE TO PAY A LOBBYIST TO PROVIDE LOBBYING SERVICES RELATING TO THAT CAUSE, IF (A) THAT CAUSE WINS THE DEBATE, (B) THERE ARE AT LEAST THREE ARGUMENTS IN FAVOR OF THE WINNING CAUSE, AND (C) THE PLEDGES FROM ALL USERS TOWARD THAT CAUSE TOTAL \$15,000 OR GREATER.

When proposing (or in the course of providing) Lobbying Services, Lobbyists may determine that additional payment is necessary to achieve the desired outcome of a particular cause (such payment, your "Additional Contribution"). When a Lobbyist engaged in a cause determines that Additional Contributions are necessary, Users will have thirty (30) days to pool such Contributions through the Debate page.

BY MAKING ADDITIONAL CONTRIBUTIONS THROUGH THE SITE, USERS AGREE THAT

COMPANY MAY CHARGE USERS' CREDIT CARDS IN THE AMOUNT OF THE PLEDGE, IF ALL ADDITIONAL CONTRIBUTIONS ARE EQUAL TO, OR GREATER THAN, THE ADDITIONAL FEE ARTICULATED BY THE LOBBYIST ENGAGED IN THAT CAUSE.

NOTWITHSTANDING THE ABOVE, COMPANY WILL REFUND USER CONTRIBUTIONS IF (I) THE CONTRIBUTIONS FROM ALL USERS TO A CAUSE DO NOT TOTAL AT LEAST \$15,000, (II) NO LOBBYISTS PROPOSE SERVICES, OR (III) THE LOBBYING SERVICES PROPOSED ARE NOT SUPPORTED BY A MAJORITY OF USERS WHO VOTED IN FAVOR OF A CAUSE. COMPANY WILL REFUND ADDITIONAL CONTRIBUTIONS MADE BY USERS IF TOTAL ADDITIONAL CONTRIBUTIONS DO NOT MEET THE AMOUNT ARTICULATED BY THE LOBBYIST ENGAGED IN A CAUSE.

3.4 No Guaranteed Outcome. User acknowledges and agrees that no Lobbyist can guarantee that he or she will be successful in achieving the objectives of a cause. Furthermore, User understands that Company cannot be held responsible for the quality or accuracy of any Lobbying Services or information provided by Lobbyists that User connects with via the Site. REGARDLESS OF ANY POLICY OUTCOME THAT IS ACHIEVED (IF AT ALL), ALL PAYMENTS ARE NON-REFUNDABLE, EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.3 OR 11.

4. USER PLEDGE PAYMENT TERMS

4.1 Fee for Services. Users making a pledge toward a particular cause agree to pay Company the then-current applicable fee listed on the Site at <http://www.ilobby.co/pricing> [3] (such charge, Company's Service Fee?). Company may choose to deduct the Service Fee from a User's Contribution, in which case only the remaining portion of the Contribution will be paid to the Lobbyist.

4.2 Payment Terms. Company will collect Users' credit card information at the time a pledge is made. However, Company will only collect payment in accordance with section 3.3 when a cause supported by a User wins a debate. **USERS ARE LIABLE FOR PAYING THE LOBBYIST FOR LOBBYING SERVICES PROVIDED AND HEREBY AUTHORIZE COMPANY TO BILL THEIR CREDIT CARDS AS DESCRIBED ABOVE.** Excluding the Company's Service Fee, the fees paid by Users are charged by the Lobbyist and passed through to the Lobbyist. Company has no liability, either primarily or secondarily, for paying the Lobbyist and is simply the intermediary in such transactions. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Users are responsible for payment of all such taxes, levies or duties. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less. If any amount cannot be charged to a Users credit card for any reason, Company may provide that User, via email, notice of such non-payment and a link for User to update his/her payment information. If such non-payment is not remedied within seven (7) days after receiving such notice of non-payment, then Company may remove User from a debate and deduct any pledge made by that User, toward that cause.

5. TERMS APPLYING TO LOBBYISTS REGISTERED THROUGH SITE

5.1 Proposing Services. Company provides a platform where Lobbyists can propose Lobbying Services, and enter into an agreement with non-Lobbyist Users (independent of Company), to provide Lobbying Services advancing the goals of a particular cause. When a cause meets the requirements of section 5.1 it then becomes a campaign. (?Campaign?). Lobbyists may propose Lobbying Services for any campaign debated on the Site. By proposing Lobbying Services relating to a particular campaign, Lobbyists expressly agree to use best efforts to perform those Lobbying Services, if (a) that cause wins the debate, (b) there are at least three arguments in favor of the winning cause, (c) the pledges from all Users supporting that cause total at least \$15,000 and meet the total User Contribution goal articulated by the Lobbyist, if any, proposing Lobbying Services, and (d) the majority of supporting Users vote in

favor of Lobbyist's proposed Lobbying Services.

5.2 Payment for Lobbyists. Company will bill the credit cards of non-Lobbyist Users supporting a cause when that cause wins its debate in accordance with section 3.3. If a Lobbyist enters into an agreement with Users to provide Lobbying Services relating to a particular campaign, Company will charge Users' credit cards in the amount of their pledge (minus Company's Service Fee) toward that campaign, and deliver such payment to Lobbyist. However, Company is simply the intermediary in such transactions and has no liability, either primarily or secondarily, for securing payment. Through the provision of Lobbying Services, Lobbyists may determine that Additional Contributions are necessary to achieve a desired outcome of a particular campaign. If Additional Contributions are deemed necessary, it is the Lobbyists responsibility to communicate this through the campaign's Debate page. Users will then have thirty (30) days to pool additional Contributions in accordance with Section 3.3 (see above). If in thirty (30) days Users fail to meet the Additional Contribution goal articulated on the campaign's Debate page, the relationship between non-Lobbyist Users and the Lobbyist providing Lobbying Services for that campaign will terminate, excluding any remaining agreed upon services to be provided.

5.3 Lobbyist Responsibilities. Lobbyists who access Company's Site or use Company's services are not independent contractors, agents or employees of Company. Lobbyists are responsible for entering an agreement (independent of Company) with non-Lobbyist Users. Lobbyists are solely responsible for the quality and accuracy of any information or Lobbying Services they provide through Company's Site. By entering into an agreement with Users to provide Lobbying Services relating to a particular campaign, Lobbyists hereby warrant that they will perform those Lobbying Services in a professional and workmanlike manner, consistent with industry standards, and that Lobbyists' Lobbying Services fully comply with all applicable laws and rules of professional conduct. Lobbyists agree to indemnify Company and hold it and its employees and directors harmless from and against all claims, damages, losses and expenses in accordance with Section 8 below. Lobbyists further warrant that any Additional Contributions requested are both reasonable and necessary in order to effectively perform Lobbying Services in a professional and workmanlike manner, consistent with industry standards.

6. SITE

6.1 License. Subject to the terms of this Agreement, Company grants Users a limited, nontransferable, nonexclusive, revocable license to use the Site and Services for personal, noncommercial use.

6.2 Certain Restrictions. The rights granted to Users in this Agreement are subject to the following restrictions: (a) Users shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or Services; (b) Users shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) Users shall not access the Site or Services in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site or Services content must be retained on all copies thereof.

6.3 Third Party Sites & Ads. The Site might contain links to third party websites, services, and advertisements for third parties (collectively, "Third Party Sites & Ads"). Such Third Party Sites & Ads are not under the control of Company and Company is not responsible for any Third Party Sites & Ads. Company provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites &

Ads. Users use all Third Party Sites & Ads at their own risk. When Users link to Third Party Sites & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. Users should make whatever investigation they feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites & Ads.

6.4 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. Users agree that they will not hold Company liable for any modification, suspension, or discontinuance of the Site or Services or any part thereof, except and if otherwise expressly set forth in Section 11.

6.5 No Support or Maintenance. Users acknowledge and agree that Company will have no obligation to provide them with any support or maintenance in connection with the Site or Services.

6.6 Ownership. Excluding User Content (defined below), Users acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and Services are owned by Company or Company's licensors. The provision of the Site and Services does not transfer to Users or any third party any rights, title or interest in or to such intellectual property rights. Company and its suppliers reserve all rights not granted in this Agreement.

7. USER POSTED CONTENT

7.1 User Content. "User Content" means any and all information and content that a User submits to, or uses with, the Site or Services (e.g., user postings). Users are solely responsible for their User Content. Users assume all risks associated with the use of their User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of User Content that renders User or any third party personally identifiable. Users hereby represent and warrant that User Content posted to the Site does not violate the Acceptable Use Policy (defined below). Users may not state or imply that their User Content is in any way provided, sponsored or endorsed by Company. Company is not obligated to back up any User Content and reserves the right to remove or modify User Content for any reason. Users acknowledge and agree that Company is not responsible for any User Content and Company makes no guarantees of, or assumes any responsibility for, the accuracy, currency, suitability, or quality of any User Content.

7.2 License. By posting Content to this Site, Users give Company a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media, as necessary or appropriate in the course of providing Services to Users. To the extent such content is attached to a User Account on the Company platform, the forgoing license includes a right to reproduce such profile, and any name, likeness or photograph contained in such account.

7.3 Acceptable Use Policy.

- a. By accessing or using Company's Site or Services, Users agree not to upload, post, or otherwise distribute or facilitate the distribution of any material that: (i) Is libelous, defamatory or slanderous; (ii) is sexually suggestive or contains explicit sexual content (including nudity); (iii) does or may denigrate or offend any individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (iv) does or may threaten, abuse, harass, or invade the privacy of any third party; (v) is fraudulent or infringes the rights of any third party, including without limitation, patent trademark, trade secret, copyright, right of publicity, or other proprietary rights; (vi) encourages conduct that would constitute a criminal offense or give rise to civil liability; (vii) impersonates any person or entity, including any representative of Company; (viii) that is harmful to minors in any way; or (ix) violates any applicable law or these Terms.

- b. In addition, User agrees not to use the Site or Services to: (i) Upload, transmit, or distribute any software virus or other computer code that is designed or intended to disrupt, damage, or limit the functioning of any computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site or Services, other computer systems or networks connected to or used together with the Site or Services, through password mining or other means; (vi) harass or interfere with another User's use and enjoyment of the Site or Services; or (vii) introduce software or automated agents or scripts to the Site or Services in order to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site or Services. However, Company does grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.

7.4 Enforcement. Company reserves the right (but has no obligation) to review any User Content and to investigate, and/or take appropriate action against Users for violating the Acceptable Use Policy or any other provision of this Agreement. Such acts may include removing or modifying User Content, terminating User Accounts in accordance with Section 11, and/or reporting violators to law enforcement authorities.

7.5 Feedback. By providing any feedback or suggestions regarding the Site or Services ("Feedback"), Users hereby assign all rights in the Feedback to Company and agree that Company shall have the right to use such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback Users provide as non-confidential and non-proprietary. Users agree not to submit to Company any information or ideas considered to be confidential or proprietary.

8. INDEMNIFICATION & RELEASE

8.1 Indemnification. Users agree to indemnify and hold Company harmless, from and against any claims, losses, damages, liabilities, costs and attorneys' fees, made by other Users or third parties due to or arising out of (a) use of the Site or Services, (b) User Content, (c) violations of this Agreement; or (d) violations of applicable laws or regulations. Company reserves the right, at Users expense, to assume the exclusive defense and control of any matter for which Users are required to indemnify Company, and Users agree to cooperate with Company's defense of these claims. Users agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify Users of any claim, action or proceeding upon becoming aware of it. If there is any dispute between Users, Company is under no obligation to become involved.

8.2 Release. Users hereby release and forever discharge Company from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Site or Service Users. **USERS WHO ARE CALIFORNIA RESIDENTS HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**

SETTLEMENT WITH THE DEBTOR."

9. DISCLAIMERS

THE SITE AND SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR SERVICES: (A) WILL MEET USER REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT ALWAYS APPLY.

10. LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO USERS OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, AS WELL AS ANYTHING RELATED TO AGREEMENTS WITH LOBBYISTS, THE CONDUCT OF LOBBYISTS OR LOBBYING SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USERS ACCESS AND USE THE SITE AND SERVICES AT THEIR OWN DISCRETION AND RISK, AND WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) THE AMOUNT USER PAID COMPANY (IF ANY) UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE CIRCUMSTANCES THAT GAVE RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT ALWAYS APPLY.

11. TERM AND TERMINATION

Notwithstanding any of these terms, Company reserves the right, without notice and in its sole discretion, to terminate Users' license to use the Site and/or Services, and to block or prevent access to and use of the Site or Services. Upon termination of this Agreement, User's Account and right to access and use the Site and Services will terminate immediately. User understands that any account termination may involve deletion of User Content associated therewith from Company's live databases. Company is not liable for any termination of this Agreement, including termination of User Accounts or deletion of User Content. If Company discontinues the Service or terminates this Agreement for reasons other than User violations, Company will provide User a refund of any Contribution paid that has not been obligated to a Lobbyist. Even after this Agreement is terminated,

the following provisions of this Agreement will remain in effect: Sections 6.2-6.6, 7 through 10, and 12 through 17.

12. COPYRIGHT POLICY.

Company responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that any material on the Site infringes upon any copyright which you own or control, you may file a DMCA Notice of Alleged Infringement with Company's designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Company is:

Designated Agent: John Thibault

Address of Agent: 325 Sharon Park Drive, #210 Menlo Park, CA 94025

Fax: 650-330-1330

Email: copyright@ilobby.co [4]

13. MODIFICATION

This Agreement is subject to occasional revision, and if any substantial changes are made, Company may notify Users by sending an e-mail to the last e-mail address provided to Company (if any) and/or by prominently posting notice of the changes on the Site. Any changes to this agreement will be effective upon the earlier of thirty (30) calendar days following Company's dispatch of an e-mail notice to Users (if applicable) or thirty (30) calendar days following Company's posting of notice of the changes on the Site. These changes will be effective immediately for new Users of Company's Site or Services. In the event that the last e-mail address provided by a User is not valid, or for any reason Company is not capable of delivering notice as described above, dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of Company's Site or Services following notice of such changes shall indicate User's acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

14. ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

- a. Except for either party's claims of infringement or misappropriation of the other party's patent,

copyright, trademark, or trade secret, any and all disputes between Users and Company arising under or related in any way to this Agreement, must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to Users' use of Site or Services.

- b. **USER AGREES AND ACKNOWLEDGES THAT BY ENTERING INTO THIS AGREEMENT, USER AND COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. USER AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**
- c. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, User and Company must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Users choice of the following locations: San Francisco, CA or San Jose, CA. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in Santa Clara County, California. Claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall be exclusively brought in the state and federal courts located in Santa Clara County, California.
- d. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the State of California, USA without giving effect to any law that would result in the application of the law of another jurisdiction.

15. WAIVER, SEVERABILITY & ASSIGNMENT

Company's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement, and the User rights and obligations contained herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Users without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign to any third party this Agreement in whole or in part. The terms of this Agreement shall be binding upon assignees.

16. ENTIRE AGREEMENT

These Terms constitute the entire agreement between Users and Company with respect to the subject matter of these Terms, and supersede and replace any prior version of the Terms.

17. COPYRIGHT & TRADEMARK INFORMATION

Copyright © 2012-2016, iLobby LLC. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not

permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

Contact Information:

iLobby LLC
325 Sharon Park Drive, #210
Menlo Park, CA 94025
contact@ilobby.co [2]

For billing questions contact iLobby LLC 325 Sharon Park Drive., #210 Menlo Park, CA 94025 650-490-0987 or billing@ilobby.co [5].