

Terms and Conditions

These terms and conditions create a contract between you and James Loboda (the “Agreement”). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click “Agree.” By agreeing to this document, you agree to the Terms and Conditions. By using any of James Loboda’s services (“Services”) or downloading a software update for the Services, you are agreeing to be bound by the terms of this license.

A. INTRODUCTION TO MY SERVICES

This Agreement governs your use of James Loboda’s services (“Services”), through which you may be able to buy, use, or subscribe to media, apps (“Apps”), and other in-app services (“Content”). The words “I”, “Me”, “My”, “We”, “Us” all refer to James Loboda. My Services are: Beyond Riddles, Does He Like Me, eziRadio, Famous Life Quotes, Fart Prank and Timer, Idea Generator, Math Workout, Memory Notepad, Never Have I Ever (Adults), Never Have I Ever (Kids), NewsClaw: Alternative News, Night Orlando, Quick Tip Calculator, Romantic Playtime, Simple Grading Calculator, Spin the Bottle Adults, Spin the Bottle Kids, Today's Calendar, Tongue Twist, True or False - Game, Truth or Dare Adults, Truth or Dare Adults 2, Truth or Dare Adults (Retro), Truth or Dare Adults - Free, Truth or Dare Kids, Truth or Dare Kids 2 Truth or Dare Kids (Retro), Truth or Dare Kids- Free, Would You For Money - Adults, Would You For Money - Kids, Would You Rather, Would You Rather (No Ads), Would You Rather Kids, Would You Rather Kids (No Ads), Would You Rather Adults, and Would You Rather Adults (No Ads). My Services are apps, and are available for your use in your country of residence (“Home Country”). To use my Services, you need compatible hardware, software (latest version recommended and sometimes required) and Internet access (fees may apply). My Services’ performance may be affected by these factors.

B. PRIVACY POLICY

INTRODUCTION TO PRIVACY POLICY

Your use of my Services is subject to James Loboda's Privacy Policy. This privacy policy discloses the privacy practices for James Loboda's Services. This privacy policy applies solely to information collected by the Services. It will notify you of the following:

- 1) What personally identifiable information is collected from you through the Services, how it is used and with whom it may be shared.
- 2) What choices are available to you regarding the use of your data.
- 3) The security procedures in place to protect the misuse of your information.
- 4) How you can correct any inaccuracies in the information.

INFORMATION COLLECTION, USE, AND SHARING

I (James Loboda) am the sole owner of the information collected through the Services. I only have access to collect information that you voluntarily give me via email, website (JamesLoboda.com), Services or other direct contact from you. I will not sell or rent this information to anyone.

I will use your information to respond to you, regarding the reason you contacted me. I will not share your information with any third party outside of my organization and Google. Some James Loboda's Services may use Google services for advertisement and to collect analytics about in-app activity to improve Services and to fix bugs. The Google services that James Loboda's Services may use are Google Analytics, Google AdSense, and Google AdMob.

Unless you ask me not to, I may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

SHARING INFORMATION

I may share aggregated demographic information with my partners and advertisers. This is not linked to any personal information that can identify any individual person.

And/or:

I may use an outside shipping company to ship orders, and a credit card processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes beyond filling your order.

And/or:

I may partner with another party to provide specific services. When the user signs up for these services, I will share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

SHARING USER GENERATED CONTENT

I will use user generated content to improve content and quality of Services. I will not sell or rent user generated data to any third party organization. I will be the only one allowed to access and reuse your content. No other organization is allowed to access or reuse your content, except me. I may display publicly user generated data inside of the Services, by displaying content that users have submitted, after data has been filtered for inappropriate content.

INTEREST-BASED ADVERTISING

Google may use the device ID from where an ad is serving to generate interest and demographic categories. These interest and demographic categories will be used to serve ads better targeted to the user. Some information that may be collected are location, in-app activity, gender, age, and demographics.

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from me at any time. You can do the following at any time by contacting me via the email address or phone number given on my website (JamesLoboda.com).

SECURITY

I take precautions to protect your information. When you submit sensitive information via the Services, your information is protected both online and offline.

Wherever I collect sensitive information (such as credit card data), that information is encrypted and transmitted to me in a secure way.

While I use encryption to protect sensitive information transmitted online, I also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which I store personally identifiable information are kept in a secure environment.

SURVEYS & CONTESTS

From time-to-time, James Loboda's Services may request information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

COOKIES

Services may use "cookies". A cookie is a piece of data stored on a user's hard drive to help me improve your access to my app and identify repeat visitors to my app. For instance, when I use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on the app. Cookies can also enable me to track and target the interests of users to enhance the experience on an app. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Some of my business partners may use cookies in James Loboda's Services (Google Analytics, Google Admob, and Google Adsense). However, I have no access to or control over these cookies.

My business partners use various technologies to collect and store information through Google services, and this may include using cookies or similar technologies to identify your browser or

device. These third parties may be placing and reading cookies in the app to collect information as a result of ad serving on the app or analytics.

ADVERTISEMENT

Google AdMob and Google AdSense use cookies to make advertising more engaging to users and more valuable to publishers and advertisers. Some common applications of cookies are to select advertising based on what's relevant to a user; to improve reporting on campaign performance; and to avoid showing ads the user has already seen. Google also uses conversion cookies, whose main purpose is to help advertisers determine how many times people who click on their ads end up purchasing their products.

ANALYTICS

Google Analytics helps me analyze the traffic to and in the app. I use this data to create better Services and updates. Google Analytics helps me to understand how visitors engage with my Services. The data helps me determine what users want in a specific Service and what they don't want. Google Analytics may use a set of cookies to collect information and report website/app usage statistics without personally identifying individual visitors to Google. Google Analytics can also be used, together with some of the advertising cookies (Google AdMob & Google AdSense), to help show more relevant ads.

C. USING MY SERVICES

You can acquire Content on my Services for free or for a charge, either of which is referred to as a "Transaction." Each Transaction is an electronic contract between you and James Loboda, and/or you and the entity providing the Content on my Services. James Loboda will charge your payment method (such as your credit card, debit card, gift card/code, or other method available in your Home Country) for any paid Transactions, including any applicable taxes. All Transactions are final. Content prices may change at any time. If technical problems prevent or unreasonably delay delivery of Content, your exclusive and sole remedy is either replacement of the Content or refund of the price paid, as determined by James Loboda. From time to time,

James Loboda may refuse a refund request if I find evidence of fraud, refund abuse, or other manipulative behavior that entitles James Loboda to a corresponding counterclaim.

SERVICES AND CONTENT USAGE RULES

Your use of the Services and Content must follow the rules set forth in this section (“Usage Rules”). Any other use of the Services and Content is a material breach of this Agreement. James Loboda may monitor your use of the Services and Content to ensure that you are following these Usage Rules.

All Services:

- You may use the Services and Content only for personal, noncommercial purposes (except as set forth in the James Loboda Content section below).
- James Loboda’s delivery of Content does not transfer any promotional use rights to you, and does not constitute a grant or waiver of any rights of the copyright owners.
- It is your responsibility not to lose, destroy, or damage Content once downloaded.
- You may not tamper with or circumvent any security technology included with the Services.
- You may access our Services only using James Loboda’s software, and may not modify or use modified versions of such software.

App Content:

- The term “App” includes apps, in-app purchases, extensions (such as keyboards), stickers, and subscriptions made available in an app.
- You can use Apps on any device that you own or control.

SUBSCRIPTIONS

The Services and certain Apps may allow you to purchase access to Content or services on a subscription basis (“Paid Subscriptions”). Paid Subscriptions automatically renew until cancelled. I will notify you if the price of a Paid Subscription increases and, if required, seek your consent to continue. You will be charged no more than 24 hours prior to the start of the latest Paid Subscription period. Certain Paid Subscriptions may offer a free trial prior to charging your payment method. If you decide to unsubscribe from a Paid Subscription before I start charging your payment method, cancel the subscription before the free trial ends.

NON-ANDROID DEVICES

If you use my Services on a non-Android device, you may not be able to access all features or Content types. Terms in this Agreement relating to unavailable features or Content types are not applicable to you. If you later choose to access my Services from an Android device, you agree that all terms of this Agreement will apply to your use on such device.

D. YOUR SUBMISSIONS TO MY SERVICES

My Services may allow you to submit materials such as comments, pictures, videos, and podcasts (including associated metadata and artwork). Your use of such features must comply with the Submissions Guidelines below, which may be updated from time to time. If you see materials that do not comply with the Submissions Guidelines, please report the incident by visiting (JamesLoboda.com). You hereby grant James Loboda a worldwide, royalty-free, perpetual, nonexclusive license to use the materials you submit within the Services and related marketing. James Loboda may monitor and decide to remove or edit any submitted material.

Submissions Guidelines: You may not use the Services to:

- post any materials that you do not have permission, right or license to use;

- post objectionable, offensive, unlawful, deceptive or harmful content;
- post personal, private or confidential information belonging to others;
- request personal information from a minor;
- impersonate or misrepresent your affiliation with another person, or entity;
- post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, or informational announcements;
- plan or engage in any illegal, fraudulent, or manipulative activity.

IN-APP PURCHASES

Apps may offer content, services or functionality for use within such Apps (“In-App Purchases”). In-App Purchases that are consumed during the use of the App (for example, virtual coins) cannot be transferred among devices and can be downloaded only once.

APP MAINTENANCE AND SUPPORT

James Loboda is responsible for providing maintenance and support for James Loboda’s Apps only, or as required under applicable law.

LICENSED APPLICATION END USER LICENSE AGREEMENT

Apps are licensed, not sold, to you. Your license to each App is this Licensed Application End User License Agreement (“Standard EULA”). Your license to any James Loboda’s Apps under this Standard EULA or Custom EULA is granted by James Loboda. Any App that is subject to this Standard EULA is referred to herein as the “Licensed Application.” The Application

Provider or James Loboda as applicable (“Licensor”) reserves all rights in and to the Licensed Application not expressly granted to you under this Standard EULA.

a. **Scope of License:** Licensor grants to you a nontransferable license to use the Licensed Application on any Android products that you own or control and as permitted by the Usage Rules. The terms of this Standard EULA will govern any content, materials, or services accessible from or purchased within the Licensed Application as well as upgrades provided by Licensor that replace or supplement the original Licensed Application, unless such upgrade is accompanied by a Custom EULA. Except as provided in the Usage Rules, you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Licensed Application and, if you sell your Android device to a third party, you must remove the Licensed Application from the Android device before doing so. You may not copy (except as permitted by this license and the Usage Rules), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application).

b. **Consent to Use of Data:** You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

c. **Termination.** This Standard EULA is effective until terminated by you or Licensor. Your rights under this Standard EULA will terminate automatically if you fail to comply with any of its terms.

d. External Services. The Licensed Application may enable access to Licensor's and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Licensed Application or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Standard EULA or that infringes the intellectual property rights of Licensor or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

e. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED

APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

f. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

g. You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without

limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

h. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

i. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and James Loboda shall be governed by the laws of the State of Florida, excluding its conflicts of law provisions. You and James Loboda agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Orange, Florida, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

CONTRACT CHANGES

James Loboda reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

THIRD-PARTY MATERIALS

James Loboda is not responsible or liable for third party materials included within or linked from the Content or the Services.

LINKS

James Loboda's Apps may contain links to other sites. Please be aware that James Loboda is not responsible for the content or privacy practices of such other sites. I encourage my users to be aware when they leave my site/app and to read the privacy statements of any other site that collects personally identifiable information.

INTELLECTUAL PROPERTY

You agree that the Services, including but not limited to Content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by James Loboda and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Services for personal, noncommercial uses in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Services or Content in any manner, and you shall not exploit the Services in any manner not expressly authorized.

The James Loboda name, the Apps logos: Beyond Riddles, Does He Like Me, eziRadio, Famous Life Quotes, Fart Prank and Timer, Idea Generator, Math Workout, Memory Notepad, Never Have I Ever (Adults), Never Have I Ever (Kids), NewsClaw: Alternative News, Night Orlando, Quick Tip Calculator, Romantic Playtime, Simple Grading Calculator, Spin the Bottle Adults, Spin the Bottle Kids, Today's Calendar, Tongue Twist, True or False - Game, Truth or Dare Adults, Truth or Dare Adults 2, Truth or Dare Adults (Retro), Truth or Dare Adults - Free, Truth or Dare Kids, Truth or Dare Kids 2 Truth or Dare Kids (Retro), Truth or Dare Kids- Free, Would You For Money - Adults, Would You For Money - Kids, Would You Rather, Would You Rather (No Ads), Would You Rather Kids, and Would You Rather Kids (No Ads), and other James Loboda trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of James Loboda in the U.S. and other countries throughout the world. You are granted no right or license with respect to any of the aforesaid trademarks.

COPYRIGHT NOTICE

It is my policy to respond to clear notices of alleged copyright infringement. This response describes the information that should be present in these notices. It is designed to make submitting notices of alleged infringement to me as straightforward as possible while reducing the number of notices that I receive that are fraudulent or difficult to understand or verify. The form of notice specified below is consistent with the form suggested by the United States Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Web Site, <http://www.copyright.gov>) but I will respond to notices of this form from other jurisdictions as well.

To file a notice of infringement with me, you must provide a written communication that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing your copyrights. Accordingly, if you are not sure whether material available online or in the app infringes your copyright, we suggest that you first contact an attorney.

- 1) Identify in sufficient detail the copyrighted work that you believe has been infringed upon (for example, "The copyrighted work at issue is the text that appears on the app,

“Truth or Dare”) or other information sufficient to specify the copyrighted work being infringed (for example, “The copyrighted work at issue is ‘Intellectual Property: Valuation, Exploitation, and Infringement Damages’ by Gordon V. Smith, published by Wiley, ISBN #047168323X”).

- 2) Identify the material that you claim is infringing the copyrighted work listed in item #1 above. You must identify each web page or app that allegedly contains infringing material. This requires you to provide the URL or app name for each allegedly infringing result, document, or item.
- 3) Provide information reasonably sufficient to permit me to contact you.
- 4) Provide information, if possible, sufficient to permit me to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
- 5) Include the following statement: I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.
- 6) Include the following statement: I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 7) Sign the paper.
- 8) For fastest processing and response, contact me through my website (JamesLoboda.com) or at the email provided on the website.

Any user that submits content and is not the copyright owner of the content, then the user that submitted the data is reliable for all legal aspects of the dispute and infringement.

Any anonymous user that submits content that contains infringement, that user’s content will be taken down immediately.

Regardless of whether I may be liable for such infringement under local country law or United States law, I may respond to these notices by removing or disabling access to material claimed to infringe and/or terminating users of my services.

I may also document notices of alleged infringement on which I act. As with all legal notices, a copy of the notice may be made available to the public and sent to one or more third parties who may make it available to the public.

In order to ensure that copyright owners do not wrongly insist on the removal of materials that actually do not infringe their copyrights, the safe harbor provisions require service providers to notify the subscribers/users if their materials have been removed and to provide them with an opportunity to send a written notice to the service provider stating that the material has been wrongly removed. [512(g)]

If a subscriber/user provides a proper "counter-notice" claiming that the material does not infringe copyrights, the service provider must then promptly notify the claiming party of the individual's objection. [512(g)(2)] If the copyright owner does not bring a lawsuit in district court within 14 days, the service provider is then required to restore the material to its location on its network. [512(g)(2)(C)]

If it is determined that the copyright holder misrepresented its claim regarding the infringing material, the copyright holder then becomes liable to the OSP for any damages that resulted from the improper removal of the material. [512(f)]

TERMINATION AND SUSPENSION OF SERVICES

If you fail, or James Loboda suspects that you have failed, to comply with any of the provisions of this Agreement, James Loboda may, without notice to you: (i) terminate this Agreement, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate your license to the software; and/or (iii) preclude your access to the Services.

James Loboda further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and James Loboda will not be liable to you or to any third party should it exercise such rights.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

JAMES LOBODA DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME JAMES LOBODA MAY REMOVE THE SERVICES

FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY JAMES LOBODA) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL JAMES LOBODA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR 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 SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, JAMES LOBODA'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

JAMES LOBODA SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE

THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE JAMES LOBODA FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

JAMES LOBODA DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE JAMES LOBODA FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES.

JAMES LOBODA IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR FOR DOWNLOADING OR STREAMING FILES OVER A DATA CONNECTION.

WAIVER AND INDEMNITY

BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD JAMES LOBODA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICES, OR ANY ACTION TAKEN BY JAMES LOBODA AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM JAMES LOBODA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF JAMES LOBODA'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS

OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

STATUTORY EXCEPTIONS FOR PUBLIC INSTITUTIONS

If you are a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the indemnification section, is invalid or unenforceable against you because of applicable local, national, state or federal law, then that portion shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law.

GOVERNING LAW

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and James Loboda, and all Transactions on the Services shall be governed by the laws of the State of Florida, excluding its conflicts of law provisions. You and James Loboda agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Orange, Florida, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

OTHER PROVISIONS

This Agreement constitutes the entire agreement between you and James Loboda and governs your use of the Services, superseding any prior agreements with respect to the same subject matter between you and James Loboda. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, third-party software, or additional services. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. James Loboda's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. James Loboda will not be responsible for failures to fulfill any obligations due to causes beyond its control.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services. Your use of the Services may also be subject to other laws. Risk of loss for all electronically delivered Transactions pass to the acquirer upon electronic transmission to the recipient. No James Loboda's employee or agent has the authority to vary this Agreement.

James Loboda may notify you with respect to the Services by sending an email message to your email address or a letter via postal mail to your mailing address, or by a posting on the Services or website (JamesLoboda.com). Notices shall become effective immediately. James Loboda may also contact you by email or push notification to send you additional information about the Services.

You hereby grant James Loboda the right to take steps James Loboda believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that James Loboda has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as James Loboda believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to James Loboda's right to cooperate with

any legal process relating to your use of the Services and/or Content, and/or a third-party claim that your use of the Services and/or Content is unlawful and/or infringes such third party's rights).

Children under the age of majority should review this Agreement with their parent or guardian to ensure that the child and parent or legal guardian understand it.

CONTACT

If you have any questions about these Terms, please contact me by visiting JamesLoboda.com.

Last Updated: November 25, 2016