

# **MONDAYMONDAYNETWORK.COM TERMS & CONDITIONS OF USE AGREEMENT**

## **1.1 Acceptance of User Agreement.**

The MondayMondayNetwork.com website(s) and service (“Service(s)”) is operated by Monday Monday, LLC. (“Company”), an Idaho Limited Liability Company, with its principal place of business at 3501 W. Elder, Suite 110, Boise, ID 83705. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, accessing, downloading, installing (“Use”, “Usage”), whether or not You become a registered user (“User”, “You”, “Yourself”, “Your”), You agree to be bound to this User Agreement and its Terms and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to You effective when posted. Please read these Terms prior to Use. If You do not accept these Terms, then You may not use the Service. By Your Use of Services, You acknowledge and agree to keep Yourself informed of any changes on a regular basis and that You have read and understood this Agreement as well as the updates as shall be periodically posted at <http://www.MondayMondayNetwork.com/terms/>.

## **1.2 Term Changes and Continued Use.**

Certain of the Services may be subject to additional terms and conditions at any time as specified by Us at Our sole discretion and effective when posted. Your continued Use of such Services will constitute acceptance by You of such changes and is subject to those additional terms and conditions, which are incorporated into this User Agreement by this reference. The Terms of Use also incorporate the Terms contained in the following policies:

- Privacy Policy <http://www.MondayMondayNetwork.com/privacy/>

## **1.3 Use of Service.**

(a) This User Agreement applies to all Users of the Services, including, without limitation, Users who are contributors of content, information, and other materials or services, registered or otherwise. You

may use this Service solely for personal and non-commercial purposes only and subject to these Terms of Use, all applicable laws, rules and regulations and any agreements or terms with third parties to which You are subject.

(b) You may use the Service without registration, but in order to take advantage of some aspects of the Service, You will need to register for an account. Your account is for Your sole, personal Use, You may not authorize others to Use Your account, and You may not assign or otherwise transfer Your account to any other person or entity. You are responsible for the security of Your password. You will be solely liable for any and all Use of Your account (irrespective of whether such Use is authorized by You or not).

(c) The privacy of Your personally identifiable information is very important to us. The personal information collected by the Company upon Your registration for the Service is handled in accordance with Company's Privacy Policy. For more information on what information we collect and how we use such information, please read our privacy policy at [www.MondayMondayNetwork.com/privacy/](http://www.MondayMondayNetwork.com/privacy/).

## **2.1 Eligibility.**

You represent and warrant that You are at least 18 years of age. If You are under age 18, You may not, under any circumstances or for any reason, Use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that this User Agreement is in compliance with all laws, rules and regulations applicable to You and the right to access the Services is revoked where this User Agreement or Use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for Your Use, and not for the Use or benefit of any third party.

## **3.1 Registration.**

(a) You may register for an account on the Services (an "Account") or log in using Your Facebook login information. To Use certain portions of the Services, You are not required to sign up for an Account. However,

certain features of the Service, such as posting to community pages on the Site, require You to register for an Account. You must provide accurate and complete information and keep Your Account information updated. You shall not:

(i) select or Use as a username a name of another person with the intent to impersonate that person;

(ii) Use as a username a name subject to any rights of a person other than You without appropriate authorization; or

(iii) Use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on Your Account, and for keeping Your Account password secure. You may never Use another person's User account or registration information for the Services without permission. You must notify us immediately of any change in Your eligibility to Use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized Use of Your Account. You should never publish, distribute or post login information for Your Account. You shall have the ability to delete Your Account, either directly or through a request made to one of our employees or affiliates.

(b) By using the Services through Facebook, You permit us to access certain information from Your Facebook profile for Use by the Services. You may control the amount of information that is accessible to us by adjusting Your Facebook account privacy settings. By using the Services, You are authorizing us to collect, store, retain, and Use indefinitely, in accordance with our Privacy Policy at <http://www.MondayMondayNetwork.com/privacy/>, any and all information that You permitted Facebook to provide to us.

#### **4.1 Content Definition.**

For purposes of this User Agreement, the term "Content" includes all mediums now known or hereafter developed, without limitation, information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics, data, metadata, pixels and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

#### **4.2 User Content.**

All Content in all mediums now known or hereafter developed, that is added, created, uploaded, submitted, distributed, or posted to the Services by Users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who *originated* such User Content. You represent that all User Content provided by You is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by You using the Services is at Your own risk and You will be solely responsible for any damage or loss to You or any other party resulting therefrom. We do not guarantee that any Content You access on or through the Services is or will continue to be accurate.

#### **4.3 Notices and Restrictions.**

The Services may contain Content specifically provided by us, our partners, associates, business associates or our Users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

#### **4.4 Use License.**

Subject to this User Agreement, we grant each User of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to Use (i.e., to download and display locally) Content, to the extent we hold such rights, solely for purposes of using the Services. Use, reproduction, modification, distribution, providing access to or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise Use or exploit any Content for commercial Use or in any way that violates any Company or third party rights.

#### **4.5 License Grant.**

(a) The Service may provide You with an opportunity to share and upload, or submit to public forums, contests, sweepstakes, programs or other aspects of the Service, Your photos, videos, text and other information (collectively any submission or derivative thereof is referred to

as "User Content"). By submitting User Content through the Services, You hereby do and shall grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free, fully paid, sublicensable and transferable license to Use, adapt, edit, modify, truncate, aggregate, copy, store, sell, distribute, republish, reproduce, distribute, prepare derivative works of, display, perform, communicate to the public, and otherwise fully exploit the User Content and screen name, including intellectual property contained therein, in any medium now known or hereinafter developed in connection with the Site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after Your termination of Your Account or the Services. For the sake of clarity, the foregoing license grant includes our right to distribute, display, perform and otherwise Use the User Content in connection with material provided by our sponsors, and You shall not be entitled to any remuneration for such Use. You shall not receive any payment or compensation from Company and this license You grant shall be without payment or compensation to You and without seeking any further approval from You, as part of the Service or in support of the Service through advertising and marketing.

(b) To the extent any User Content You submit includes Your name, likeness, voice, or photograph, You acknowledge and agree that the foregoing license of this Section 4 shall apply to the same. You also hereby do and shall grant each User of the Site and/or the Services a non-exclusive, perpetual license to access Your User Content through the Site and/or the Services, solely for personal Use of such User Content, including after Your termination of Your Account or the Services. For clarity, the foregoing license grants to Us and our Users do not affect Your other ownership or license rights in Your User Content, including the right to grant additional licenses to Your User Content, unless otherwise agreed in writing.

(c) You represent and warrant that nothing contained within the User Content would require Company to seek permission of a third party in order to Use the User Content and that You have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights,

trademarks, contract rights, or any other intellectual property or proprietary rights.

(d) You also agree to waive any moral rights, or right to any residual payment associated with User Content if such User Content is published, sold, distributed, or otherwise commercially exploited. You also consent to the doing of (or omitting to do) any acts in respect of the User Content which may otherwise constitute an infringement of Your moral rights. Any User Content uploaded to the site will be deemed non-confidential.

#### **4.6 Availability of Content.**

We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit, modify or otherwise manipulate any Content in our sole discretion, at any time, without notice to You and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that You may have violated this User Agreement), or for no reason at all and (ii) to remove or block any Content from the Services.

#### **4.7 Our Proprietary Rights.**

Company or its licensors are the owners or licensees of all software, graphics, designs, data, metadata, pixels and all copyrights, trademarks and other intellectual property, proprietary rights or marketing rights contained on or Used in connection with the Service. Except as set forth herein, You agree not to Use, copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. All rights not granted under these Terms of Use are reserved by Company.

#### **5.1 Rules of Conduct.**

(a) As a condition of Use, You promise not to Use the Services for any purpose that is prohibited by these Terms of Use. You are solely responsible for all of Your activity and User Content that You post on the Service or transmit to other Users in connection with the Services and agree that You will not hold Company responsible or liable for any content

You access from other Users of the Service. You shall not (and shall not permit any third party to) either take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:

(i) infringes any patent, trademark, trade secret, copyright, intellectual property rights (such as music, videos, photos or other materials for which You do not have written authority from the owner of such materials to post on the Service), right of publicity or other right of any other person or entity or violates any law or contractual duty (learn more about DMCA Copyright Act at [http://www.copyright.gov/reports/studies/dmca/dmca\\_executive.html](http://www.copyright.gov/reports/studies/dmca/dmca_executive.html);

(ii) You know is false, misleading, untruthful or inaccurate, is unlawful, abusive, defamatory, libelous, deceptive, fraudulent, threatening, harassing or that promotes any illegal activities, violence, racism, bigotry, hatred, physical harm or discrimination of any kind against any group or individual, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, sexually explicit material, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;

(iii) constitutes and/or contains any advertising, promotional materials, unauthorized or unsolicited advertising, junk or bulk e-mail, spam, chain letters, pyramid schemes, or any other form of solicitation ("Spamming");

(iv) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;

(v) impersonates any person or entity, including any of our employees or representatives; or

(vi) includes anyone's identification documents, personal information of any party (such as phone numbers, addresses, car registration numbers etc.) or sensitive financial information.

(b) You shall not:

(i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure;

(ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;

(iii) bypass, circumvent or attempt to bypass or circumvent any measures we may Use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services). Further, You may not Use any such automated means to manipulate the Service or attempt to exceed the limited authorization and access granted to You under these Terms of Use;

(iv) run any form of auto-responder or "spam" on the Services;

(v) use manual or automated software, devices, processes, crawlers, spiders, robots, data mining techniques or other automated devices or programs to catalogue, download or otherwise reproduce, store or distribute content available on the Service or distribute such to any page of the Site;

(vi) harvest or scrape any Content from the Services;

(vii) otherwise take any action in violation of our guidelines and policies; or

(viii) resell Use of, or access to, the Service to any third party.

(c) You shall not (directly or indirectly):

(i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction;

(ii) modify, translate, or otherwise create derivative works of any part of the Services; or

(iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that You receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

(d) We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

(i) satisfy any applicable law, regulation, legal process or governmental request;

(ii) enforce this User Agreement, including investigation of potential violations hereof;

(iii) detect, prevent, or otherwise address fraud, security or technical issues;

(iv) respond to User support requests; or



(v) protect the rights, property or safety of us, our Users and the public.

(e) The categories of prohibited User Content below are merely examples and are not intended to be exhaustive. Company is under no obligation to screen or monitor User Content (unless so required by law), but it may review User Content from time to time, at its sole discretion, to review compliance with these Terms of Use. Company will make the sole determination as to whether or not User Content is acceptable for the Service and any User Content that, in Company's sole discretion, is found in breach of these Terms of Use (including this Acceptable Use Policy) or is otherwise unacceptable may be removed, edited or altered from the Service at any time without notice.

(f) You understand that when using the Service, You will be exposed to content from a variety of sources, and that Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that You may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable. If You do so object, You should not Use the Service.

(g) From time to time certain aspects of the Service may involve voting through a variety of mechanisms potentially including web-based and/or mobile voting. Company reserves the right to adjust the outcome of any voting associated with the Service if it believes, in its sole discretion, that any mechanism of fraud, abuse, or automated voting has influenced the result. Furthermore, Company will consider the outcome of voting in association with the Service, but may Use other factors in addition to voting to determine various aspects of the Service associated with voting.

(h) Company requires all of its Users to be respectful of other people. If You notice any violation of these Terms of Use (including this Acceptable Use Policy) or other unacceptable behavior by any User, You should report such activity to Company [abuse@MondayMondayNetwork.com](mailto:abuse@MondayMondayNetwork.com).

## **5.2 Third Party Services and Affiliations.**

(a) The Services may permit You to link to other websites, Services or resources on the Internet, including but not limited to our sponsors and

Facebook, and other websites, Services or resources may contain links to the Services. When You access third party resources on the Internet, You do so at Your own risk. This Service may also contain links to other web sites not maintained by Company. These links may include listings that can provide You with further information, or links that have been included in materials uploaded to the Service by a party other than Company. Company encourages You to be aware that when You leave the Service, whether via a link on the Service or otherwise, and enter a third party website, You do so subject to that website's terms and conditions and privacy policy. Company strongly advises You to read the terms and conditions and privacy policies of these third party websites. These other resources are not under our control, and You further acknowledge that we are not responsible or liable directly or indirectly for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources and excludes all liability for any loss or damage caused or alleged to be caused by You as a result of Your Use or reliance of the links and/or third party websites to the maximum extent permissible by law. Despite any links that might exist on the Service, the inclusion of any such link does not imply our endorsement or any association between Us and their operators.

(b) We participate in affiliate marketing and may allow affiliate links to be encoded on some of our pages. This means that we may earn a commission if/when You click on or make purchases via affiliate links.

### **5.3 Termination.**

In addition to any right or remedy that may be available to Company under these Terms of Use or applicable law, We may suspend, limit or terminate Your account and access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with Your Account. If You wish to terminate Your Account, You may do so by following the instructions on the Site or through the Services. In addition, Company may refer any information on illegal activities, including Your personal information, to the proper authorities. All provisions of this User Agreement which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **6.1 Warranty Disclaimer.**

(a) We have no special relationship with or fiduciary duty to You. You acknowledge that We have no duty to take any action regarding:

- (i) which Users gain access to the Services;
- (ii) what Content You access via the Services; or
- (iii) how You may interpret or Use the Content.

(b) You release us from all liability for You having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

(c) THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT THE FUNCTIONS, SERVER OR SOFTWARE CONTAINED IN THE SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN: (I) WILL BE SECURE, UNINTERRUPTED OR READILY AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) WILL BE ERROR FREE, SERVICED OR CORRECTED FOR ANY DEFECTS OR ERRORS THAT MAY OCCUR; OR (III) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

## **6.2 Indemnification.**

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective officers, directors, employees, contractors,

business partners and agents, suppliers and representatives from all liabilities, claims, damages, obligations, losses, debts, costs and expenses, including reasonable attorneys' fees, that arise from or relate to (i) any breach by You of any of these Terms, (ii) Your Use or misuse of, or access to, the Services, Content, available features, or otherwise from Your User Content, (iii) violation of this User Agreement, or infringement by You, or any third party using Your Account or identity in the Services, of any intellectual property or other right of any person or entity, or (iv) a violation by You of applicable law or any agreement or terms with a third party to which You are subject. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with us in asserting any available defenses.

### **6.3 Limitation of Liability.**

(a) IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WHETHER OR NOT SUCH DAMAGES IS KNOWN, FORESEEABLE, OR FORESEEN, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), (III) LOSS OF GOODWILL OR REPUTATION, BREACH OF CONTRACT OR OTHERWISE, OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$500.00 OR ITS MONETARY EQUIVALENT FOR USERS OUTSIDE OF THE UNITED STATE.

(b) NOTHING IN THESE TERMS OF USE SHALL EXCLUDE OR IN ANY WAY LIMIT COMPANY'S LIABILITY FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR ANY OTHER LIABILITY TO THE EXTENT THE SAME MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

#### **6.4 Arbitration Notice and Class Action Waiver.**

(a) YOU AGREE THAT DISPUTE WITH US, OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, ARISING UNDER OR IN RELATION TO THIS AGREEMENT (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS USER AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, SHALL BE RESOLVED EXCLUSIVELY THROUGH NON-APPEALABLE ARBITRATION (CONDUCTED IN ENGLISH) WITH ONE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN BOISE, IDAHO OR ITS ARBITRATION EQUIVELANCY. YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. IF TRAVELLING TO IDAHO IS A BURDEN, YOU MAY PARTICIPATE IN THE ARBITRATION BY PHONE OR VIA DOCUMENT SUBMISSION TO THE FULLEST EXTENT ALLOWABLE BY THE ARBITRATOR. EACH PARTY WILL BEAR THEIR OWN COSTS OF ARBITRATION UNLESS THE ARBITRATOR DIRECTS THAT BEARING SUCH COSTS WOULD BE AN UNDUE BURDEN AND IN THAT CASE, WE WILL PAY FOR YOUR PORTION OF THE ARBITRATION ADMINISTRATIVE COSTS (BUT NOT YOUR ATTORNEYS' FEES). ANY CLAIMS ASSERTED BY YOU IN CONNECTION WITH THE SERVICE MUST BE ASSERTED IN WRITING TO COMPANY WITHIN ONE (1) YEAR OF THE DATE SUCH CLAIM FIRST AROSE, OR SUCH CLAIM IS FOREVER WAIVED BY YOU. EACH CLAIM SHALL BE ADJUDICATED INDIVIDUALLY, AND YOU AGREE NOT TO COMBINE YOUR CLAIM WITH THE CLAIM OF ANY THIRD PARTY.

(b) YOU ACKNOWLEDGE AND UNDERSTAND THAT, WITH RESPECT TO ANY DISPUTE WITH COMPANY ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE, YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY; AND YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE. THE LAWS OF THE AMERICAN ARBITRATION ASSOCIATION SHALL GOVERN THESE TERMS OF USE. YOU HEREBY EXPRESSLY

CONSENT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN THE STATE OF IDAHO, USA FOR ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR ACCESS OR USE OF THE SERVICE. IN THE EVENT THE AMERICAN ARBITRATION ASSOCIATION IS UNWILLING OR UNABLE TO SET A HEARING DATE WITHIN ONE HUNDRED AND SIXTY (160) DAYS OF FILING THE CASE, THEN EITHER WE OR YOU CAN ELECT TO HAVE THE ARBITRATION ADMINISTERED INSTEAD BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT IN IDAHO HAVING COMPETENT JURISDICTION. ANY PROVISION OF APPLICABLE LAW NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE AUTHORITY TO AWARD DAMAGES, REMEDIES OR AWARDS THAT CONFLICT WITH THIS USER AGREEMENT.

### **7.1 Infringement Notice.**

(a) Materials may be made available via the Service by third parties not within our control. Company is under no obligation to, and does not scan content Used in connection with the Service for the inclusion of illegal or impermissible content. However, Company respects the intellectual property rights of others. It is Company's policy not to permit materials known by it to infringe another party's intellectual property rights to remain on the Service. If You believe any materials on the Service infringe third party intellectual property rights, You should provide Company with written notice that at a minimum contains:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

- 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
- A statement that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(b) All take down notices should be sent to [copyright@MondayMondayNetwork.com](mailto:copyright@MondayMondayNetwork.com). It is Company's policy to terminate relationships regarding content with third parties who repeatedly infringe the intellectual property rights of others.

### **8.1 Entire Agreement and Severability.**

This User Agreement is the entire agreement between You and us with respect to the Services, including Use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between You and us with respect to the Services. If any provision of this User Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this User Agreement will otherwise remain in full force and effect and enforceable. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in the arbitration provisions herein will be null and void. However, the arbitration provisions herein will survive the termination of Your relationship with us.

### **8.2 Modification.**

We reserve the right, in our sole discretion, to modify or replace any part of this User Agreement, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending You notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and Services or restrict Your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also Your responsibility to check this User Agreement periodically for changes. Your continued Use of the Services following notification of any changes to this User Agreement constitutes acceptance of those changes.

### **8.3 Assignment.**

This User Agreement is personal to You, and is not assignable, transferable or sublicensable by You except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

### **8.4 Force Majeure.**

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

### **8.5 Agency.**

No agency, partnership, joint venture, or employment relationship is created as a result of this User Agreement and neither party has any authority of any kind to bind the other in any respect.

### **8.6 Notices.**

Unless otherwise specified in this User Agreement, all notices under this User Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [info@MondayMondayNetwork.com](mailto:info@MondayMondayNetwork.com).

### **8.7 No Waiver.**

Our failure to partially or fully exercise or enforce any rights or any part of this User Agreement shall not constitute a waiver of any of our rights or the right to later enforce that or any other part of this User Agreement. Company shall not be prevented from a subsequent exercise of such rights or enforcement of any portion of this Agreement. Waiver of compliance in any particular instance shall be most narrowly construed as permitted by law and does not mean that we will waive compliance in the future. In order



for any waiver of compliance with this User Agreement to be binding, we must provide You with written notice of such waiver through one of our authorized representatives.

### **8.8 Remedies Cumulative.**

Company's rights and remedies under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

### **8.9 Governing Law and Jurisdiction.**

This User Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of this User Agreement shall be governed by Arbitration in the exclusive jurisdiction and venue of the state and Federal courts located in Boise, Idaho.

### **8.10 Headings.**

The section and paragraph headings in this User Agreement are for convenience only and shall not affect their interpretation.

Contact. You may contact us at the following address: 3501 W. Elder, Suite 110, Boise, ID 83705 or [info@MondayMondayNetwork.com](mailto:info@MondayMondayNetwork.com)

Effective Date of User Agreement: 08-01-2016