



## Privacy Policy

Last updated: September 2015

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### Introduction

Else Globe B.V. is a limited liability company incorporated under the laws of the Netherlands, with its statutory seat in Alkmaar, the Netherlands, with its office address at Zijdam 10, 1811ME Alkmaar and registered at the trade register of the Dutch chamber of commerce under number 37158762, hereinafter referred to as: Else.

The Else mobile application app (the App) can be downloaded free of charge and enables the user (you) to:

- Search via various criteria and find people around you or in other locations (travel destinations)
- Select and view other people's profiles
- Send/receive individual and/or group messages to/from other app users
- Block unwanted users from messaging you

In order to download and install the App, you are requested to agree to our Terms of Use and Privacy Policy. This privacy policy (this Privacy Policy) sets out which personal data Else collects, with whom it may be shared with or by whom it may be used and which safeguards Else has put in place in order to protect your privacy.

Please read this Privacy Policy carefully. By accepting this Privacy Policy you agree with the contents of it and authorize Else to process your personal data in accordance with this Privacy Policy. In case you have any queries, please feel free to contact us directly via our contact details provided at the end of this Privacy Policy.

Which personal data do we collect from you?

By means of the App, Else will collect the following personal data:

- basic user information
- messages and its contents
- interactive forum information.
- other background, contact and demographic information
- location information
- device information
- log information
- information collected by cookies and other tracking technologies

What do we do with your personal data?

After collecting your personal data, Else will use such data in order to:

- Operate and improve our App and our services;
- Protect the safety of the users of the App;
- Verify the users' identity;
- Send the users technical notices, updates, security alerts and administrative messages;
- Respond to users comments, questions and requests, and provide customer service;
- Communicate with the users about products, services, offers, promotions, rewards and events and provide other news and information about Else and our business partners; and
- Monitor and analyze trends, usage and activities in connection with our App and our services.

In any case, none of your personal data will be disclosed to third parties, except with other users of the App and with third parties that carry out work for us (such as cloud providers).

Else may however forward promotional communications from third parties to you, without disclosing your personal data to such third parties. Any such third parties will be elected carefully by Else, amongst others on basis of the question if and to what extent those third parties offer services or products that may be of interest for you.

We may additionally share aggregated or anonymized information that does not directly identify you.

Else may store and process your personal data within the European Union.

## Social Media Tools

The App may offer social sharing features or other integrated tools, which enables you to share actions you take on the App with other media, and vice versa. The scope of the sharing of personal data in such case depends on the settings you establish with the third party that provides the social sharing feature.

The App also allows you to access Google Maps. Please note that when you use Google Maps, you may be subject to Google's privacy policy, as amended by Google from time to time.

## Security

Else takes all reasonable technical and organizational measures to ensure that your personal data will not be lost, stolen, or be subject to unlawful or unauthorised use.

## Privacy

You may update or correct information about you, at any time by logging into your account and editing your profile.

You have the ability to switch location-based services off on your mobile device. However, Else's App may not function properly if you do so.

Most mobile devices are set to accept cookies by default. If you prefer, you can usually choose to set your mobile device to remove or reject cookies. However, Else's App may not function properly if you do so.

You may deactivate your account at any time by following the standard uninstall process and removing the App from your mobile device. Afterwards, you cannot use the App anymore unless you re-install the App.

After you deactivate your account, we may retain certain historical information. Upon email request, your personal / historical data can be deleted from all of our systems.

## Contact

If you have any queries or complaints about this Privacy Policy, Else or the App, please feel free to contact us at:

Zijdam 10  
1811ME Alkmaar  
+31 (0)20 8200983  
info@elseglobe.com

## Amendments to this Privacy Policy

We may change the provisions of this Privacy Policy from time to time. The most recent version of this Privacy Policy can always be found on our website [www.elseglobe.com](http://www.elseglobe.com) (including the revision date at the top of this policy). We encourage you to review the Privacy Policy whenever you use our App to stay informed about our information practices in relation to your privacy.

## Acceptance of this Privacy Policy

By accepting this Privacy Policy, you agree with all of the above.



## Terms of Use

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PLEASE READ THESE TERMS OF USE CAREFULLY. BY CLICKING "SIGN UP" OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

These Terms of Use ( "Terms" ) apply to your access to and use of any website, mobile application or other online or mobile product or service (collectively, the "Services" ) of Else International, Inc. ( "Else," "we" or "us" ). If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for your violation of these Terms. Failure to use our Services in accordance with these Terms may result in, among other things, termination or suspension of your rights to use the Services and may subject you to legal action by Else and/or severe civil and/or criminal penalties.

We reserve the right to make changes or modifications to these Terms, or any policy or guideline of our Services, at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on our Services, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of our Services following the posting of changes or modifications will constitute your acceptance of such changes or modifications. Accordingly, you should frequently review these Terms and applicable policies and guidelines to understand the terms and conditions that apply to your use of the Services.

When you access or use our Services, we automatically collect and share profile and location information. You do have the ability to turn location-based services off. However, doing so would mean that you cannot use Else in a proper way. Using Else is sharing your information to meet nice people. You are always free and able to delete your account, any time, anywhere. Please refer to our Privacy Policy for further information about how Else collects, uses and discloses information about our members.

Please Contact Us with any questions regarding these Terms. The Else "Services" refer to both our website(s) and our mobile application(s), as well as any other products or services that we may create in the future. Please remember to read our Privacy Policy, which explains what information we collect about you and how we use and share that information.

### 1. ELIGIBILITY, REGISTRATION AND ACCOUNT

You must be at least 18 years old to access or use the Services. By registering to use our Services, you represent that you are at least 18 years old.

In order to access certain areas and features of our Services, you will need to register for an account. You agree to (a) create a unique password that you do not use with any other online product or service; (b) provide accurate, truthful, current and complete information when creating an account; (c) maintain and

promptly update your account information upon any changes; (d) maintain the security of your account by protecting your password and restricting access to your account; (e) promptly notify Else if you discover or otherwise suspect any security breaches related to the Services; and (f) take responsibility for all activities that occur under your account and accept all risks of any authorized or unauthorized access.

## 2. THIRD PARTIES

### 2.1 Third party terms

Else may offer the opportunity to purchase products and services from third parties. You acknowledge that such products and services are offered and sold to you by one or more third parties. For more information, please refer to the applicable third party's terms of sale and privacy policy that are presented as part of the checkout process.

### 2.2. Third party content

In using our Services, you may be exposed to content from other members or third parties ( "Third Party Content" ), either on our Services or through links to third party websites. We do not control, endorse or adopt any Third Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. You must evaluate, and bear all risks associated with, Third-Party Content, including without limitation, profiles of other members of our Services. We incorporate Google Maps into the Services as a convenience to you. By using this feature of the Services, you agree to be bound by Google's Terms of Use.

## 3. INTERACTIONS WITH OTHER MEMBERS

3.1 You Have Sole Responsibility When Interacting with Other Members. Our Services provide a platform for members to learn about one another, arrange stays and travel, engage in activities and communicate with one another. Else is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other member, person or organization. You are solely responsible for your interactions with other members of our Services. We reserve the right, but have no obligation, to monitor interactions between you and other members of our Services. Remember, the Else Services are just a platform that enable you to communicate and interact with other people around the world. We cannot be responsible for the interactions that you have with other Else members, so please use good judgment and keep safety in mind when you use our Services.

3.2 Identity Verification. We cannot and do not confirm each member's identity. Although we provide tools intended to assist with identity verification, such as our address verification tool (as described in Section 3.3), you are solely responsible for determining the identity and suitability of others with whom you may interact through our Services. Else does not represent or warrant that our tools are sufficient to determine whether it is appropriate for you to interact with another member. Further, we do not endorse any persons who use or register for our Services. We do not investigate or verify any member's reputation, conduct, morality, criminal background, or any information members may submit to the Services (other than the address verification tool as described in Section 4.3). We encourage you to take precautions when interacting with other members, particularly when meeting a stranger in person for the first time.

3.3 Our Address Verification Tool. Our address verification tool is intended merely to confirm that the postal address a member submits to us is an address at which that member is able to access or receive mail. Else's address verification tool is not intended to confirm that a member actually resides at a particular address. While this is one of many ways to reduce the risk of misconduct by a member, it is not a guarantee of any member's identity or good faith.

3.4 Member Hosted Events; Else Ambassadors. Members may organize in-person meetings and host events for other Else members; however, these events are not sponsored or endorsed by Else and members attend such meetings and events at their own risk. In addition, Else members may sign up to

become Else Ambassadors (or members of a successor program) and contribute their time to activities that support the Else community, such as meeting new members, organizing events and answering questions. Else Ambassadors (or members of a successor program) are not agents of Else and Else is not responsible or liable for any acts or omissions of these members.

3.5 Release. Because our Services are merely a platform, in the event that you have a dispute with one or more members, you release us (and our officers, directors, members, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## 4. MEMBER CONDUCT AND CONTENT

The Services include interactive areas where you or other members can create, post or store content, messages, materials, data, information, text, music, sound, photos, videos, graphics or other items or materials on the Services (collectively, "Member Content"). You are solely responsible for your use of such interactive areas and agree that your use of these areas is at your own risk.

Else Globe will not tolerate objectionable content and/or offensive users in their apps.

4.1 Member Content Restrictions. You are solely responsible for any Member Content that you submit, post or transmit via our Services. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services, Member Content that we believe, in our sole discretion:

- (a) is unlawful, libelous, defamatory, harassing, threatening, invasive of privacy or publicity rights, or that would otherwise create liability or violate any local, state, national or international law;
- (b) contains nudity, sexually explicit content or is otherwise obscene, pornographic, indecent, lewd, suggestive or sexually exploitative of minors;
- (c) may disparage any ethnic, racial, sexual or religious group by stereotypical depiction or is otherwise abusive or inflammatory;
- (d) depicts the use of illicit drugs;
- (e) contains offensive language or images or is otherwise objectionable;
- (f) incites violence or characterizes violence as acceptable, glamorous or desirable;
- (g) contains unsolicited promotions, political campaigning, advertising or solicitations, without our prior written consent;
- (h) contains private or personal information about another person, unless such person has agreed to the disclosure of this information;
- (i) contains viruses, corrupted data or other harmful, disruptive or destructive file viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- (j) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting Member Content, you represent and warrant that you have the lawful right to distribute and reproduce such Member Content; or
- (k) would constitute, encourage or provide instructions for a criminal offense or violate the rights of any third party.

Else is not responsible for any Member Content that you or other members post, transmit or store through the Services. We have no obligation to post Member Content from you or anyone else and we may, in our sole discretion, edit, remove or delete any Member Content without notice. If you become aware of Member Content that violates these Terms, you may report it by emailing the Else Globe Moderator ([moderator@elseglobe.com](mailto:moderator@elseglobe.com)) with a screenshot of the content (location) and the offenders username. Enforcement of these Terms, however, is solely in our discretion and the absence of enforcement in some instances does not waive of our right to enforce the Terms in other instances. In

addition, these Terms do not create a private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

4.2 Member Conduct. By accessing or using the Services, you agree to act responsibly, exercise good judgment and comply with the guidelines. In addition, you agree not to:

- (a) use the Services in violation of any applicable law or regulation, including promoting or encouraging any illegal activity;
- (b) infringe the rights of any third party, including without limitation, intellectual property, privacy, publicity or contractual rights;
- (c) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other members from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- (d) use our Services in connection with the distribution of spam (which we define as unsolicited bulk email or any other unsolicited messages of a commercial, religious, romantic, political or other nature not within the intended purposes of the Services);
- (e) stalk, intimidate, threaten or otherwise harass or cause discomfort to any other member of our Services;
- (f) collect or store any information about any other member other than as permitted on our Services;
- (g) use our Services for any commercial purpose whatsoever, unless with prior written consent from Else;
- (h) register for more than one member account;
- (i) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, whether by providing or omitting to provide information;
- (j) circumvent or attempt to defeat any security or verification measure relating to use of the Services;
- (k) hold yourself out as an agent, representative, employee or affiliate of Else, including but not limited to when you host an event for other Else members or sign up to be a Else Ambassador; or
- (l) assist any third party in doing any of the foregoing.

4.3 Member Content License. You own all of the Member Content that you post to our Services. If you post Member Content to our Services, you hereby grant us a perpetual, worldwide, irrevocable, non-exclusive, royalty-free and fully sublicenseable license to use, reproduce, display, perform, adapt, modify, create derivative works from, distribute, have distributed and promote such Member Content in any form, in all media now known or hereinafter created (including in emails or other communications to our members) to administer, operate, develop and otherwise provide the Else Services. You represent and warrant that (a) you own and control all of the rights to the Member Content that you post or you otherwise have the right to post such Member Content to the Services; (b) the Member Content is accurate and not misleading; and (c) the use and posting of the Member Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity. You own the Member Content that you post to our Services. If Member Content contains information about you, our Privacy Policy will apply, and we encourage you to review this policy for information about how we can use and share such information.

## 5. SAFEGUARDS AGAINST, REPORTING AND CONSEQUENCES OF MISCONDUCT

### 5.1 BLOCK button

Else Globe apps have a "BLOCK" button. When a user finds a person offensive s/he can block that person directly from contacting them ever again.

When the "block" button has been activated twice for the same offender, the offender's profile(s) and content will be removed from the app and s/he will be banned from using our apps again.

### 5.2 Else Moderators

We reserve the right, but have no obligation, to monitor interactions between you and other members of our Services. Else Globe use Moderators to flag objectionable content and/or offensive users and remove inappropriate content and/or offensive users.

## 5.2 Reporting misconduct

In addition to blocking offensive users, if you interact with anyone through our Services who you feel is acting or has acted inappropriately, including but not limited to offensive, violent or sexually inappropriate behaviour, who steals from you or engages in any other disturbing conduct, we strongly encourage you to immediately report such person to the appropriate authorities and to contact the Else Globe Moderator ([moderator@elseglobe.com](mailto:moderator@elseglobe.com)). It is useful to include in this report a screenshot of the content (location) and the offenders username. Please note that although we encourage you to report misconduct, we are not responsible or liable for our members' actions, and we are not obligated to take any action. When the Else Globe Moderator deems appropriate, the objectionable content will be actively removed and offensive user/s ejected within 24 hours of report receipt.

## 5.3 Repeat infringer policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Else has adopted a policy of terminating, in appropriate circumstances and in Else's sole discretion, members who are deemed to be repeat infringers. Else may also, in our sole discretion, limit access to the Services and/or terminate the accounts of any members who we believe may infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## 5.4 Termination

We may, in our discretion and without liability to you, with or without cause (such cause may include your breach of these Terms), with or without prior notice and at any time: (a) terminate your access to our Services, (b) deactivate or delete your account and all related information and files in such account and/or (c) bar your access to any of such files or Services. In any of these instances, you are not permitted to register for another Else account without our prior written permission. In rare circumstances, when we feel it is necessary to protect the safety or the well being of the Else community, we will remove a member's account from our Services. We don't take this decision lightly, but it is sometimes required.

## 5.5 Discontinuance of services

We may, in our discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

# 6. SERVICE SUBMISSIONS

We welcome questions, comments, suggestions and ideas about Else and our Services ("Submissions"). You may provide a Submission via email [info@elseglobe.com](mailto:info@elseglobe.com). Whether by email or otherwise, you agree that it is non-confidential (unless Else states otherwise in writing) and shall become the sole property of Else. Else shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise. You acknowledge that Else is not obligated to provide acknowledgment or compensation to you in exchange for Submissions

# 7. COPYRIGHT AND LIMITED LICENSE

Unless otherwise indicated, the Services and all content and other materials on the Services, including, without limitation, the Else logo, the Else partner app logo and all designs, text, graphics, pictures, videos, information, data, software, sound files and other files, and the selection and arrangement thereof, (collectively, the "Else Materials") are the proprietary property of Else or our licensors or members and are protected by U.S. and international copyright laws.

You are granted a limited, non-exclusive and non-sublicensable license to access and use the Services and Else Materials; however, such license is subject to these Terms and does not include: (a) any resale or commercial use of the Services or the Else Materials; (b) the distribution, public performance or public display of any Else Materials; (c) modifying or otherwise making any derivative uses of the Services and the Else Materials, or any portion thereof, unless modification or derivative use is specifically provided for under separate terms; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Services, the Else Materials or any



information contained therein, except as expressly permitted on the Services; or (f) any use of the Services or the Else Materials other than for their intended purposes. Any use of the Services or the Else Materials other than as specifically authorized herein, without the prior written permission of Else, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by implication or otherwise. This license is revocable at any time.

## 8. HYPERLINKS

You are granted a limited, non-exclusive right to create a text hyperlink to the Services, provided such link does not portray Else, Else app partners or any of our services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Else logo or other proprietary graphic of Else to link to the Services without the express written permission of Else. Further, you may not use, frame or utilize framing techniques to enclose any Else trademark, logo or other proprietary information, including the images found on the Services, the content of any text or the layout/design of any page or form contained on a page of the Services without Else's express written consent. Except as noted above, you are not conveyed any right or license by implication or otherwise, in or under any patent, trademark, copyright or other proprietary right of Else or any third party.

## 9. MEMBER'S REPRESENTATIONS AND WARRANTIES

9.1. You hereby represent and warrant that you have the full power and authority to enter into and perform under these Terms. If you are using our Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf.

9.2. You hereby represent and warrant that you will use our Services in a manner consistent with any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export-control laws.

9.3. If you are (a) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, (b) identified as a "Specially Designated National", or (c) placed on the Commerce Department's Denied Persons List, you represent and warrant that you will not engage in financial transactions with, or commercial activities on, Else (including making payments in connection with any identity verification tools provided by Else). Without limiting the foregoing, you are solely responsible for determining whether you have complied with travel restrictions to and from certain countries, including travel to and from countries other than the U.S.

9.4. You hereby represent and warrant that you will not use the Services if the laws of your country prohibit you from doing so in accordance with these Terms (for example, if you are not allowed to provide the types of personal information that we require or if you are prohibited from participating in certain Internet activity). By using the Services, you represent and warrant that such use will not violate, or cause us to violate, the laws of your country.

## 10. DISCLAIMER OF WARRANTIES

10.1. IF YOU USE OUR SERVICES, YOU DO SO AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

10.2. WE DO NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL MEET YOUR REQUIREMENTS; (B) OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY INFORMATION THAT YOU MAY OBTAIN THROUGH OUR SERVICES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL

PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS; (E) ANY INFORMATION YOU PROVIDE OR WE COLLECT WILL NOT BE DISCLOSED TO THIRD PARTIES; OR (F) ANY ERRORS IN ANY DATA OR SOFTWARE WILL BE CORRECTED.

10.3. IF YOU ACCESS OR TRANSMIT ANY CONTENT THROUGH THE USE OF OUR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND YOUR SOLE RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF SUCH ACCESS OR TRANSMISSION; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

10.4. NO DATA, INFORMATION OR ADVICE OBTAINED BY YOU IN ORAL OR WRITTEN FORM FROM US OR THROUGH OR FROM OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## 11. LIMITS ON LIABILITY

11.1. IN NO EVENT SHALL Else, OR OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM OR RELATING TO: (A) THE USE OR INABILITY TO USE OUR SERVICES; (B) THE COST OF REPLACEMENT OF ANY GOODS, SERVICES OR INFORMATION PURCHASED OR OBTAINED AS A RESULT OF ANY INFORMATION OBTAINED FROM OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT; (D) DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS OR PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (E) STATEMENTS, CONDUCT OR OMISSIONS OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR SERVICES; (F) YOUR OR ANYONE ELSE'S CONDUCT OR ACTS IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, DEATH OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED MEMBERS OF OUR SERVICES OR PERSONS INTRODUCED TO YOU BY OUR SERVICES, WHETHER ON-LINE OR OFF-LINE; OR (G) ANY OTHER MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICES OR THESE TERMS.

11.2. WE SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS, WHETHER OR NOT SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL.

11.3. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO OUR SERVICES OR THESE TERMS EXCEED THE SUM OF ONE HUNDRED US DOLLARS (\$100).

11.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.

## 12. INDEMNITY

You shall defend, indemnify and hold harmless Else (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of our Services; (b) any Member Content or Submissions you provide; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Services. Further, if you are

using the Services on behalf of any entity, you represent and warrant that such entity agrees to indemnify you and Else for violations of these Terms in accordance with this Section. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

## 13. DISPUTES.

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH Else AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and Else agree to arbitrate any dispute arising from these Terms or relating to the Services, except that you and Else are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

You and Else agree that you will notify each other of any dispute within thirty (30) days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in San Francisco, California and that arbitration will be conducted confidentially by a single arbitrator in accordance with the Rules of the American Arbitration Association. You and Else also agree that the state or federal courts in San Francisco County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court.

WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND ELSE WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.

## 14. MISCELLANEOUS.

14.1 Assignment. You may not assign any of your rights or obligations under these Terms without prior written consent from Else. Else may assign any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

14.2 Entire Agreement. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings, between the parties regarding their subject matter.

14.3 Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

14.4 Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

14.5 Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.

14.6 Survival. Sections 3.5 (Release), 4 (Member Conduct and Content), 5 (Submissions), 9 (Trademarks), 11 (Third Party Content), 14 (Member's Representations and Warranties), 15 (Disclaimer of Warranties), 16 (Limits on Liability), 17 (Indemnity), 19 (Disputes), and this Section 20 (Miscellaneous) shall survive any termination or expiration of these Terms.