

# TERMS OF USE

Last Updated: December 2019

These Terms of Service (the "**Service Terms**" or "**Terms**") and other policies incorporated by reference in these Terms, including our Privacy Policy, form a legally binding agreement between Sabio Mobile, Inc. ("**Sabio**", "**we**", "**our**" or "**us**"), who owns and controls the website www.sabiomobile.com (the "**Website**") and visitors of the Website ("**you**", "**your**", "**yours**" or "**User**"), and describe the terms under which you agree to use the Website, any successor website and any other service or product which may be made available to you by us.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE. BY ACCESSING OR USING THE WEBSITE. YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE WEBSITE. THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 17) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

## 1. ACCEPTANCE OF TERMS; ELIGIBILITY

1. **Acceptance of terms** . By using or accessing the Website, you: (i) acknowledge that you have read, understand, and agree to be bound by these Terms; (ii) represent that you have the authority to enter into these Terms, including all of the terms and conditions specified or reference below; (iii) represent that you are eligible to enter into these Terms pursuant to the eligibility requirements set forth below in Section 1.2; and (iv) agree that you are entering into these Terms, including all of the terms and conditions specified or reference below, with Sabio. In addition, when using particular services or materials through or in connection with the Website, you shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions or other operating rules, policies and procedures in addition to those in the Terms ("**Additional Terms**"). All such Additional Terms are hereby incorporated by reference into this Agreement.
2. **Eligibility**. You may use the Website if you are at least eighteen (16) years of age. By accessing or using the Website you affirm that you are at least sixteen (16) and are fully able and competent to enter into the terms, conditions, obligations,

affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. If for any reason, we, in our sole discretion, believe you do not meet the eligibility requirements set forth above, we reserve the right, without provision of any notice to you to terminate your access to the Website, and these Terms. If you do not meet the eligibility requirements as set forth in this Section, do not use the Website.

## 2. ACCESS TO AND USE OF THE WEBSITE

1. **Access to the Website.** Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, limited and revocable right to access and use, solely over the internet, the Website in connection with your personal and/or commercial purposes; provided, that such use is at all times lawful.
2. **Restrictions.** As a condition for your access to the Website, you agree that, unless otherwise expressly authorized by these Terms or in writing by Sabio, you will not:
  - (i) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website, whether in whole or in part, or any content displayed on the Website;
  - (ii) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Website;
  - (iii) access the Website in order to build a similar or competitive website, product, or service;
  - (iv) use any automated devices, such as scripts, spiders, robots or data mining techniques to download, store or otherwise reproduce, store or distribute content from the Website or to manipulate the Website;
  - (v) take any action to interfere with, interrupt, destroy or limit the functionality of the Website;
  - (vi) not use the Website in any manner that could damage, disable, overburden, or impair any of our servers, or the network(s) connected to any of our servers, or interfere with any other party's use and enjoyment of the Website;
  - (vii) attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to any Sabio server, through hacking, distribution of counterfeit software, password mining or any other means;
  - (viii) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website;
  - (ix) use information obtained from the Website to transmit any commercial, advertising or promotional materials, harass, offend, threaten, embarrass, or invade the privacy of any individual or entity, or violate any applicable law, regulation or rule;

- (x) use the Website: (a) in violation of any applicable foreign or domestic laws, statutes, rules, regulations or judicial decrees; (b) for purposes of identity theft, financial, email, or other fraud and/or in a manner that does or is intended to cause emotional or physical harm, to discriminate against, or "stalk" or otherwise harass, mass-market, robo-dial, robo-text, or mass email any other person; (c) to violate the Intellectual Property Rights (as defined below) or other proprietary rights of any third parties; or (d) otherwise use the Website in connection with activity that (including by posting, publishing or transmitting any text, comments and/or other material that): (i) is defamatory; (ii) is obscene, pornographic or offensive; (iii) invades another's privacy; (iv) is false or misleading; (v) promotes bigotry, racism, hatred or harm against any individual or group; (vi) infringes another's rights, including any Intellectual Property Rights (as defined below); (vii) violates, or encourages any conduct that would violate any applicable law or regulation or would give rise to civil or criminal liability; (viii) accesses, tampers with, or otherwise uses non-public areas of the Website; (ix) is in connection with sending unsolicited email, junk mail, "spam" or chain letters, promotions or advertisements for products or services or altered, deceptive or false source-identifying information; and/or (x) impersonates or misrepresents your affiliation with any person or entity;

All copyright and other proprietary notices on the Website (or on any content displayed on the Website) must be retained on all copies thereof.

3. **Modification.** Sabio reserves the right, at any time, to modify, suspend, or discontinue the Website (in whole or in part) with or without notice to you. You agree that Sabio will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Website or any part thereof.
  4. **No Support or Maintenance.** You acknowledge and agree that Sabio will have no obligation to provide you with any support or maintenance in connection with the Website.
  5. **Communications from Us.** By accessing the Website you consent to having these Terms provided to you in electronic form and that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing. You expressly consent to our communicating with you about the Website using the contact information you provided to us.
3. **YOUR OBLIGATIONS**
1. **Your Content.** Subject to the Privacy Policy, you acknowledge and agree that you grant to Sabio a non-exclusive, irrevocable, perpetual, royalty-free, worldwide, unlimited, transferable, assignable, sub-licensable, fully-paid-up non-exclusive right and license to copy, display (in whole or in part), adopt, distribute, publish, reproduce, disseminate, transmit, create derivative works of, commercialize, retain, analyze and otherwise use, worldwide, in any form, media or technology now known or later developed and without any obligation to notify, approve, identify or compensate you or anyone else (and you hereby expressly waive any claim to the contrary), any information, ideas, concepts, comments, feedback, suggestions,

personal information, and any other materials that you submit, directly or indirectly, to Sabio through the Website ("Your Content"), including, but not limited to, any ideas or suggestions regarding the Website. By submitting Your Content to us, you represent and warrant that Your Content and Sabio's use of Your Content do not and will not breach any agreement to which you are a party, violate any law, or infringe any right of any third party (including, but not limited to, privacy and Intellectual Property Rights (as defined below), and that Your Content is accurate. You represent and warrant that you have all the rights necessary to grant the licenses granted herein to Sabio in and to Your Content.

2. **Indemnification.** You will defend at your own expense any claim or action against Sabio or its officers, directors, employees or contractors (each a "Sabio Indemnified Party") brought by a third party, and will indemnify and hold harmless each Sabio Indemnified Party from and against all costs (including reasonable attorneys' fees) and damages incurred by such Sabio Indemnified Party in any such claim or action, to the extent that the action is based on: (i) allegations that any of your activity or Your Content violates any applicable law or any rights (including Intellectual Property Rights (as defined below) or privacy rights) of any third party; or (ii) your breach of any warranties made by you hereunder or your violation of any other provision of this Agreement or any Additional Terms. The foregoing obligations are conditioned on Sabio notifying you promptly in writing of such action, giving you sole control of the defense thereof and any related settlement negotiations, and at your reasonable request and expense, cooperating and assisting in such defense. Under no circumstances shall you enter into any settlement that involves an admission of liability, negligence or other culpability of Sabio or any Sabio Indemnified Party or requires Sabio or any Sabio Indemnified Party to contribute to the settlement without Sabio's prior written consent.

#### 4. **TERMINATION**

1. **Termination.** We may suspend or terminate your rights to use the Website at any time and without notice or liability to you for any reason at our sole discretion, including for any use of the Website in violation of these Terms or Additional Terms. Upon termination of your rights under these Terms or Additional Terms, your right to access and use the Website will terminate immediately and may involve deletion of Your Content and any other information relating to your account. Sabio will not have any liability whatsoever to you for any termination of your rights under these Terms, including deletion of Your Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 3, 6, 7, 8, 11, 12, 13, and 14 and all other terms that by their nature would survive the termination of these Terms.
2. **Effects of Termination.** Upon expiration or termination of these Terms for any reason, you shall cease using, and destroy, any and all information or materials supplied by Sabio, including any and all copies thereof in your possession or control.

5. **LINKS TO THIRD PARTY SERVICES.** The Website may include links to other websites operated by one or more third-parties (collectively, "**Third-Party Services**" or "**Third-Party Service**"). You acknowledge and agree that the Third-Party Services may have different terms and conditions and/or business practices than we do, and you further acknowledge and agree that your use of Third-Party Services is governed by that Third-Party Service's terms and conditions, if any. We may provide you with links to the Third-Party Services as a convenience, but we do not verify, make any representations or take responsibility for such Third-Party Services, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Services. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SERVICES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

6. **INTELLECTUAL PROPERTY**

1. **Sabio Ownership Rights.** Sabio and its licensors and suppliers retain all right, title and interest in and to all (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection ("Intellectual Property Rights") in and to the Website, and all other materials provided or made available to you in connection with the services provided by Sabio, and any and all modifications, updates, and enhancements to the foregoing items. Sabio shall be entitled to unrestricted use of any and all communications, comments, questions, suggestions, or related materials provided by you to us, whether by letter, email, telephone, or otherwise, suggesting or recommending changes to the Website including, without limitation, new features or functionality relating thereto (collectively, "**Feedback**"). All such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights and other proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever. Neither these Terms (nor your access to the Website) transfers to you or any third party any rights, title or interest in or to such Intellectual Property Rights, except for the limited access rights expressly set forth in Section 2.1. Sabio and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

## **7. DISCLAIMERS**

1. THE WEBSITE IS PROVIDED ON AN "AS-IS", "AS AVAILABLE", AND "WHERE AVAILABLE" BASIS, AND SABIO (AND OUR LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE WEBSITE IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE WEBSITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.
2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
3. NO WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, CAN MODIFY THE TERMS OF THE DISCLAIMER SET FORTH IN THESE TERMS.
4. ALL CONTENT, PRODUCTS AND THIRD PARTY SERVICES MADE AVAILABLE OR ACCESSED THROUGH THE WEBSITE ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. SABIO DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE MERCHANTABILITY OF ANY PRODUCT OR SERVICE ACCESSED FROM THE WEBSITE. OTHER THAN AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCE WILL SABIO BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM THE WEBSITE.

## **8. LIMITATIONS OF LIABILITY**

1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SABIO BE LIABLE UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OR DAMAGE TO DATA, COST OF COVER, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER

ASSETS, ARISING FROM OR IN CONNECTION WITH THESE TERMS OR SABIO'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE, IN WHOLE OR IN PART, THE WEBSITE, OR OTHER MATERIALS OR SERVICES PROVIDED BY SABIO, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT SABIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SABIO'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS, THE WEBSITE, AND OTHER MATERIALS OR SERVICES PROVIDED BY SABIO, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, EXCEED FIFTY U.S. DOLLARS (\$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT SABIO'S SUPPLIERS, LICENSORS, AND AFFILIATES WILL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THESE TERMS. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES SET FORTH IN THESE TERMS.

9. **EXCLUSIONS** Notwithstanding anything in these Terms to the contrary, Sabio will have no responsibility or liability of any kind under these Terms, arising or resulting from: (i) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by Sabio; or (ii) any other factor outside of Sabio's reasonable control.
10. **ASSIGNMENT, WAIVER AND SEVERABILITY.** Sabio's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found invalid or unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Sabio may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Website.
11. **GOVERNING LAW.** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice of law rules and without regard to conflicts of laws principles except that the arbitration provision shall be governed by the Federal Arbitration Act.
12. **DISPUTE RESOLUTION.** Before filing a claim against Sabio, you agree to try to resolve the dispute informally by sending a notice of dispute via email to:

Email: [info@sabiomobile.com](mailto:info@sabiomobile.com)  
Subject Line: "Attn: Legal"

The notice must include your name, mailing address, and phone number (if any), and must describe the nature and basis of the claim or dispute, as well as set forth the specific relief sought. If a dispute is not resolved within 60 days of after we receive your notice, either you or we may bring a formal arbitration proceeding with the American Arbitration Association ("AAA").

### 13. AGREEMENT TO ARBITRATE

1. **Arbitration** Please read the following sections carefully, as they affect your rights. You and Sabio agree to resolve any claims relating to these Terms or the Website through final and binding arbitration. This agreement to arbitrate is intended to be broadly interpreted, and includes claims based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. You acknowledge that these Terms evidence a transaction involving interstate commerce, and thus the United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in these Terms.
2. **Opting-Out of Arbitration.** YOU MAY OPT-OUT OF THE AGREEMENT TO ARBITRATE BY PROVIDING SABIO WRITTEN NOTICE WITHIN THIRTY (30) DAYS OF FIRST ACCEPTING THESE TERMS. YOUR NOTICE MUST INCLUDE: (I) YOUR FULL NAME (FIRST AND LAST); (II) THE EMAIL ADDRESS YOU USED TO REGISTER YOUR ACCOUNT; AND (III) A CLEAR STATEMENT THAT YOU DECLINE THIS AGREEMENT TO ARBITRATE.
3. **Costs of Arbitration.** Sabio will pay all AAA filing, administration, and arbitrator fees for any arbitration we initiate. You will pay the fees for any arbitration you initiate, in accordance with the AAA Rules. However, if you initiate an arbitration after attempting to informally resolve a dispute in accordance with these Terms, and are seeking relief valued at \$300 or less (both to you and us), Sabio will pay all AAA filing, administration, and arbitrator fees. If your claim is for greater than \$300 but less than \$10,000, Sabio will pay all such fees in excess of \$20. After Sabio receives notice at the email address above that you have commenced such an arbitration, Sabio shall promptly reimburse you for any portion of the filing fee you have paid that Sabio has agreed to pay.
4. **Frivolous Claims.** If the arbitrator determines that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set for the in Federal Rule of Civil Procedure 11(b)), then: the payment of all AAA filing, administration, and arbitrator fees shall be governed by the AAA Rules and you agree to reimburse us for any amount we have paid on your behalf to the AAA. Sabio shall not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.
5. **Arbitration Procedures.** You agree that one arbitrator from the AAA will arbitrate the dispute under the AAA Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, as modified by this arbitration provision.



The award of the arbitrator shall be accompanied by a reasoned opinion. The arbitration will be held in the United States county where you live or work, or any other location that we mutually agree to.

6. **No Class Actions.** You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You may not bring a claim as part of a class arbitration, class action, private attorney general action, or consolidation with other arbitrations.
7. **Judicial Forum.** In the event that this agreement to arbitrate is found not to apply to you or your claim, you and Sabio agree that any judicial proceeding (other than small claims actions) will be brought in the Federal or State courts in the City of Dover, Kent County, of the State of Delaware. Both you and Sabio consent to venue and personal jurisdiction there, and waive any objection as to inconvenient forum.
8. **Time Limitation to Bring Claims.** Notwithstanding any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or your use of the Website must be filed within one (1) year after such claim or cause of action arose, otherwise that claim or cause of action will be barred forever.
9. **Future Changes to Agreement to Arbitrate.** Notwithstanding any provision in these Terms to the contrary, you agree that if Sabio makes any future change to this arbitration provision (other than a change to the notice email address above, website links, or telephone numbers listed in this provision), any such changes will not affect disputes that arose before the effective date of the change.
14. **ENTIRE AGREEMENT.** These Terms and the Additional Terms are the entire and exclusive agreement between you and Sabio (excluding any services for which you have a separate agreement with us that is explicitly in addition to or in place of these Terms), and these Terms supersede and replace any prior agreements between us and you regarding the Website. These Terms create no third party beneficiary rights.
15. **ELECTRONIC COMMUNICATIONS.** The communications between you and Sabio use electronic means, whether you use the Website or send us emails, or whether Sabio posts notices on the Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Sabio in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Sabio provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.
16. **CHANGES TO THE WEBSITE OR THESE TERMS.** We may change, update, or add or remove provisions of these Terms at any time by posting the updated Terms. Your use of the Website after we have updated the Terms shall constitute your acceptance of all of the updated Terms. In the event of any conflict or inconsistency between these Terms, our privacy policy, and any rules, restrictions, limitations, terms and/or conditions that may be posted at various points on the Website s or otherwise communicated to users of the

Website, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination. If you do not agree with any of the updated Terms you must stop using the Website.

17. **COPYRIGHT/TRADEMARK INFORMATION.** Copyright © 2019, Sabio Mobile, Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Website are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.
18. **QUESTION OR ADDITIONAL INFORMATION.** If you have any questions regarding these Terms, please send an email to [info@sabiomobile.com](mailto:info@sabiomobile.com)