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1. Using the Site.

1.1. Internet Access. When using the Site on your mobile, laptop or desktop device (your “Device”), you acknowledge and agree that you are responsible for (i) maintaining continuous Internet access for your Device through a Wi-Fi or LTE data communication network and (ii) any Internet connection and telecommunications fees and charges that you incur.

1.2. Your Device. Notisphere is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when

accessing the Site, including, but not limited to the screen display operation features of your Device.

1.3. Your Communications. You are responsible for all communications, verbal and non-verbal, that you submit in connection with your use of the Site and the content of all information contained in such communications (“Submitted Content”). You are responsible for ensuring that (a) all Submitted Content is original and accurate, and (b) none of the Submitted Content is (i) a falsehood or misrepresentation; and/or (ii) offensive, unlawful, obscene, defamatory, libelous, threatening, harassing, hateful or racially or ethnically offensive. You grant Notisphere a perpetual, irrevocable, non-terminable, worldwide, royalty-free, sublicensable, fully paid-up, non-exclusive and transferable license to use, record, store and reproduce the Submitted Content and to distribute the Submitted Content in connection with the operation of the Platform.

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2.2. Use Restrictions. You may not access or use the Site in any way that is not expressly permitted by this Terms of Use. Without limiting the generality of the foregoing, you may not: (a) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Site; (b) sell, assign, rent, lease, or grant rights in the Site, including, without limitation, through sublicense, to any other person or entity; or (c) use the Site for any unlawful, prohibited, abnormal or unusual activity as determined by Notisphere in its sole discretion.

2.3. Violation of this Terms of Use. You acknowledge and agree that you are solely responsible, and Notisphere has no responsibility or liability to you or any other person or entity, for any breach by you of this Terms of Use or for the consequences of any such breach.

3. Termination.

3.1. Termination by Notisphere. Notisphere may, at its option, terminate your access to and use of the Site immediately if it determines you are in breach of or otherwise acting inconsistently with this Terms of Use.

3.2. No Liability for Termination. You agree that Notisphere shall not have any liability whatsoever for any damage, loss or expenses of any kind that you may suffer as a result of any termination of your access to, or use of, the Site, whether or not Notisphere is aware of any such damage, loss or expenses.

4. Communications with Notisphere.

We use email and the telephone to communicate with you. For contractual purposes, you (a) consent to receive communications from us in an electronic form via the email address you have submitted and/or calls from us via the telephone number you have provided; and (b) agree that this Terms of Use, and all agreements, notices, policies, and other communications that we

provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

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5.1. Trademarks. The Notisphere name and logo are trademarks and service marks of Notisphere. You do not have the right to use any of Notisphere's trademarks, service marks or logos and your unauthorized use of any of these may be a violation of federal and state trademark laws.

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5.3. Feedback. You agree that any submission of any ideas, suggestions, and/or proposals to Notisphere through its suggestion, feedback, forum, or similar pages ("Feedback") is at your own risk and that Notisphere has no obligation (including without limitation, obligations of confidentiality) to you with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Notisphere a perpetual, irrevocable, transferable, fully paid-up, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise exploit such Feedback

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7. Privacy Policy.

By accepting this Terms of Use or using the Site, you represent that you have read and consent to our [Privacy Policy](#) in addition to this Terms of Use. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the Site. By using the Site, you agree to all terms and conditions of the then-current versions of this Terms of Use and the Privacy Policy, which will be posted on the Site.

8. Location.

The Site is operated by Notisphere in the United States. If you choose to access or use the

Site from a location outside of the United States, you do so on your own initiative, and you are responsible for compliance with applicable local laws.

9. User Age.

The Site is not intended for use by people under 13 years of age. We will not knowingly collect information from minors in the United States or elsewhere with or without the consent of their parents or guardians. Personal information submitted by a person under the age of 13 will not be accepted. Any general information provided by a person under the age of 13 and gathered (for example, through the use of cookies) during his or her visit may be used as indicated in this Terms of Use and the Privacy Policy.

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10.1. YOU UNDERSTAND AND AGREE THAT THE SITE AND THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, MAY NOT BE FUNCTIONAL ON CERTAIN DEVICES AND/OR IN CERTAIN COMPUTING ENVIRONMENTS AND NOTISPHERE SHALL HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS ON THE SITE OR IN THE PLATFORM OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE SITE OR THE PLATFORM.

10.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTISPHERE EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

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10.4. NOTISPHERE DOES NOT REPRESENT OR WARRANT THAT (a) YOU WILL BE ABLE TO ACCESS OR USE THE SITE OR THE PLATFORM AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; (b) THAT OPERATION OF THE SITE OR THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) YOUR USE OF THE SITE OR THE PLATFORM WILL MEET YOUR SYSTEM REQUIREMENTS; (d) DEFECTS IN THE OPERATION OF THE SITE OR PLATFORM WILL BE CORRECTED OR (e) THE SITE OR THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

NOTISPHERE AND ITS AFFILIATES, LICENSEES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE “RELATED PARTIES”) SHALL NOT BE LIABLE TO YOU UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR:

(a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, USE, DATA OR GOODWILL, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE OR THE PLATFORM, EVEN IF NOTISPHERE OR THE RELATED PARTIES HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES;

(b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR

(c) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE ANY MATERIALS, INFORMATION OR DATA GENERATED, COLLECTED, PROCESSED OR MAINTAINED BY OR THROUGH YOUR USE OF THE SITE OR THE PLATFORM.

11.2. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF NOTISPHERE OR ANY OF THE RELATED PARTIES EXCEED ONE HUNDRED DOLLARS (\$100).

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Notisphere and the Related Parties shall be limited to the fullest extent permitted by law.

12. Indemnification.

You agree to defend, indemnify and hold Notisphere and the Related Parties harmless from and against any and all claims, demands, liabilities damages and losses including, without limitation, reasonable attorneys’ fees, resulting from or arising out of (a) your use of the Site or the Platform; or (b) your breach of this Terms of Use.

13. Governing Law; Jurisdiction.

This Terms of Use is governed by California law, without regard to conflict of laws principles. You and Notisphere agree that the state and federal courts located in the County of Los Angeles, California will have exclusive jurisdiction of all disputes arising out of or related to this Terms of Use or your access to or use of the Site or the Platform and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Notisphere shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

14. General.

14.1. Assignment. The rights granted to you under this Terms of Use may not be assigned without Notisphere’s prior written consent, and any attempted unauthorized assignment by you shall be null and void.

14.2. Severability. If any part of this Terms of Use is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms of Use shall be given full force and effect.

14.3. Attorneys' Fees. The prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to this Terms of Use.

14.4. No Waiver. Our failure to enforce any provision of this Terms of Use shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Notisphere of any provision, condition or requirement of this Terms of Use shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

14.5. Equitable Remedies. You acknowledge and agree that Notisphere would be irreparably damaged if the provisions of this Terms of Use were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of this Terms of Use, in addition to such other remedies as we may otherwise have available to us under applicable laws.

14.6. Entire Agreement. This Terms of Use, including the documents referenced in this Terms of Use, constitutes the entire agreement between you and Notisphere with respect to the Site and supersedes any and all prior agreements between you and Notisphere relating to the Site.

15. Changes to These Terms.

We reserve the right, at our sole discretion, to amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. We will notify visitors to the Site of material changes to this Terms of Use. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part of it) with or without notice.

16. Contact Us.

If you have any questions or comments relating to the Site or this Terms of Use, you can submit a question through the Site or send an email to at info@notisphere.com. You may also reach us via U.S. mail at:

Notisphere, Inc.
8601 Beverly Blvd.
West Hollywood, CA 90048
Attn: Customer Support

17. When were these Terms last updated?

January 26, 2021

