General Terms of Use

1. INTRODUCATION

Welcome to the internet website <u>https://www.mobilemamma.org</u> (together with any materials and services on the site), which has been developed by Mobile Mamma (MM). Note that even though this site is owned and operated by MM, the services provided on this site may be performed by other entities affiliated with or under contract to MM. MM and all such affiliated or contracted entities are collectively referred to herein as "we, us, or our".

PLEASE READ THE GENERAL TERMS OF USE (Terms of Use) CAREFULY READ BEFORE USING THIS SITE. These terms of use apply to you if the following:

- a. You are the user of the site over the age of 18 (or, if not 18, the applicable age of majority in your state or jurisdiction
- b. You are the parent or guardian entering these terms of use on behalf of a child under the age of 13 who will be a user of the site. By using this site or clicking a box that states that you agree to these terms, you will do the following
 - a. Signify your agreement to these Terms of Use or do not fall into category into either category or above.
 - b. If you do not agree to the Terms of Use, please exit the site. As you are not authorized to use the site. If you are between the ages of 13-18(or, if not 18, the applicable age of majority in our jurisdiction or state), please navigate to Teen Terms of Use, which terms will govern your site use. These terms use incorporate any additional terms and conditions posted by MM through the site, or otherwise made available to you by MM.

These terms of use contain the mandatory mediation provision that, as further set in the following sections below, requires the use of arbitration to resolve disputes, rather than jury trials or any other court proceedings of any kind.

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are herby acknowledged. From time to time, these Terms of Use may be changed, expanded or amended, and may include the introduction of additional terms for certain site features. Any changes to these Terms of Use may be made without notice and will be effective immediately upon posting on the site, ensure that all Terms of Use are reviewed on a regular basis. The effective date appearing at the top of this page indicates when the latest changes were made to the Terms of Use.

2. MATERIALS ON THE SITE AND RELATED RIGHTS AND RESTRICTIONS

3.

The information and materials provided through the site, including any data, text or photographs, graphics, images, music, audio and video clips, logos, icons, software, and links are indented to provide a resource and educational tool(s) and provide general information to you. The site is owned and operated by MM in conjunction with others pursuant to contractual arrangements, and the materials are and will remain property of MM and its licensors and suppliers. The materials and the selection, compilation, collection, arrangement and assembly

thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. The materials may be used solely to the extent necessary for your authorized use of the site, as provided in these Terms of Use or as expressly authorized in writing by MM or, if so indicated in writing my MM, its licensors or suppliers. Modifications of the materials or use of the materials for any other purposes is a violation of our copy and other proprietary rights and is strictly prohibited. We may change the site or delete materials or features at any time, in any way, for any or no reason. You acknowledge that you do not acquire any ownership, rights by using the site or the materials.

MM works to provide materials that are the following:

- a. Accurate
- b. Useful
- c. Up to date
- d. Laws
- e. Regulations
- f. Data

Each of these changes rapidly or frequently and are subject to varying interpretations. Every situation is different, and circumstances may vary the situations. At times the information may NOT be updated or correct and could be incomplete. The information listed on the site should not be considered professional or legal advice in any situation or subject matter. The materials listed on this site are not intended to create, does not create any professional service relationships.

The Trademarks, logos and service marks displayed on the site are registered and unregistered trademarks of MM, MM's licensors and suppliers, and other. Our trademarks include Mobile Mamma, Mobile Mamma Disconnect 2 Reconnect, Mobile Mamma Be a B.E.A.R. and any other associated logos. The trademarks that are owned by MM, whether registered or unregistered, may not be used in connection with any other products or services that is not MM's. Other situations that may create confusion with MM or in any manner that disparages MM. Nothing on the site can be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without the express written permission of MM, MM's licensors or suppliers, or the third party owner of the such trademarks, shall inure solely to the benefit of MM, MM's will aggressively enforce its intellectual property rights in such trademarks, including via civil and criminal proceedings.

4. SUBMISSION OF MATERIALS

MM values and welcomes your contributions to the site in areas that are designated for contributions. In such areas where users can post reviews, comments and other content so if user adheres to MM's Code of Conduct, our Community Guidelines, Terms of Use, and Privacy Policy.

Please note that, because we and other designees allows users to post reviews and other information on the site and in he future may host other types of forums on the sites("forums") and therefore,

redistribute materials you give us, we require certain rights in those materials. By submitting or transmitting to us to any are of the site, you hereby grants us and our designees a worldwide, non-exclusive, sublicensable, assignable, royalty-free, perpetual, irrevocable right and license to reproduce, distribute, adapt, modify, edit, create derivate works of performance display (publicly or otherwise), make have made, sell, offer for sale, import, analyze and otherwise use such submissions will be subject to any obligations, whether or confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any submissions. You also grant MM and its affiliates and sublicensees the right to use the name that you submit in connection with submissions, if we or they so choose. You represent and warrant that you own or otherwise control all of the rights necessary to grant the licenses granted in this sections, including with respect to the content in your submissions, that content in your submissions is accurate, doesn't violate the Terms of Use and will not cause injury to any person or entity, including by violating the rights of any such person or entity; and that you will indemnify MM or its affiliates or sublicensees for all claims resulting from submissions you supply. MM takes no responsibility and assumes no liability for any submissions posted by you or any third party, including if you make any of your personally identifiable information available through the site.

The forums are designed to facilitate an exchange of information between users, information, products, services and other materials available on our forums is provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with MM. You acknowledge that a large volume of information, including third party material, is available in our forums and that people participating in such forums occasionally post message or make statements, whether intentionally or unintentionally that are inaccurate, misleading or deceptive. We nether control, nor endorse, nor are we responsible for such messages or statements, or for any opinion, advice, information or other content or third-party materials made or displayed on the site or forums by third parties, whether such third parties are visitors to the site, members of the MM community or others. The opinions expressed in the forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of MM. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information or third-party materials. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by our reliance on such information or third-party materials.

We have no obligation to monitor the site or the forums, or any submissions or other materials including third party materials that you or other third parties transmit or post on the site or the forums. You acknowledge and agree that we and our affiliates have the right, but not the obligation to monitor or analyze your access to or use of the site and forums and the materials you transmit or post, including submission; to evaluate, alter or remove any such materials, including without limitations, any submissions or posting to a forum before or after they appear in a forum; to disclose such materials and circumstances surrounding their transmission to any third party for any reason or purpose, including in order to operate the site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

5. USE OF MATERIALS

To compliance with the Terms of Use, and solely for so long as you are permitted by MM to use the site, MM grants youth eh limited license to access and make personal use of the site or any portion of the site to which we provide you access under these Terms of Use, on any single device. No portion of the site may be reproduced, duplicated, copied, sold or resold, visited or otherwise exploited for any other commercial use or purposes. Use or downloading any of the materials is conditioned on acceptance of the terms and conditions of any license agreements relating to such materials, including agreements with third parties. Acquiring or using the materials you agree to set forth terms and conditions. MM may make available certain materials for your own personal, noncommercial use; these said things will be noted on the said materials. You are permitted to use certain materials in accordance with the Terms of Use set forth by MM. You may use the Mobile Mamma name in attribution to our materials; you are however prohibited from using our logos, trademarks, as set forth in Section 2. Any unauthorized use of the site or any materials automatically will terminate permission or license granted or given by MM. You are granted limited, revocable and nonexclusive right to create a hyperlink to our website if it does not link or portray MM, its affiliate or their products or services in false, misleading, derogatory or otherwise offensive matter.

6. CONTENT ACCESSIBLE THROUGH LINKS

Third party material maybe made available by hyperlinks, forums and other resources, due to this fact MM has no control over such sites, resources or third party materials, you acknowledge and agree that MM is not responsible for the availability of such external sites, resources or third party materials, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources including third party materials. You further acknowledge and agree that MM will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of our reliance on any such content, goods, services or third-party materials available on or through any such site or resource. It is encouraged you make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third party.

7. YOUR ACCOUNT

When you register with our site you agree that you are providing accurate, current and complete information about yourself as prompted by our registration form, including your email address. You also agree to keep your current information including your email as current as possible and update as you may. You also acknowledge by registering false, untrue, inaccurate information, non-current or incomplete, we reserve the right to terminate your access to and use all or any portion of the site.

Part of the registration process, you may be asked to select a user name and password, We may refuse to grant you or require you change any username or password that you select in registering, including anything you select that impersonates someone else, is or may be illegal or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive or may cause confusion, as determined by MM in our sole discretion. You will be responsible for the

confidentiality and use or misuse of your username and password and agree not to transfer or resell your use of our access to the site to any third party. If you have a reason(s) to believe that your account with us is no longer secure, you need to contact our office immediately notify us and you are responsible to change your user name and password. YOU ARE 100% LIABLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USER NAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, DONTATIONS, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

8. CODE OF CONDUCT

You agree to the following code of conduct:

- a. Use the site and or materials for illegal, improper, or unlawful purposes
- b. Use false information including email addresses to impersonate a person or entity or otherwise mislead as to the origin of any content
- c. Use verbiage, pictures, links, or articles that would imply you or your entity are endorsed by MM, without MM's prior consent.
- d. Use our site or forum to transmit (sending or receiving) information that could and would be considered as follows:
 - i. Unlawful
 - ii. Fraudulent
 - iii. Threatening
 - iv. Abusive
 - v. Libelous
 - vi. Defamatory
 - vii. Obscene
 - viii. Otherwise objective material
 - ix. Fails to respect the rights and dignity of others who use or access our sites/forums
 - x. Material, on-public information about companies without the prior or known acknowledgement to do so
 - xi. Any material that is trademarked, copyrighted by MM or third parties
 - xii. Advertisements, solicitations, chain letters, pyramid schemes, market to market, investments or other unsolicited commercial purpose or communications.
 - xiii. Usage of MM trademark or copyrights, graphics, logos, button icons, or service names
 - xiv. Removal of any copyright, trademark or other proprietary rights notices contained in the site or any other materials
 - xv. To "mirror" any or all the site, otherwise incorporate any part of the site into any product or service without our prior written authorization or consent
 - xvi. Collect, maintain, or store personal information, data or other information about other users
 - xvii. Harassment of other users, including MM staff
 - xviii. Restrict or inhibit other users or members from using the site, including, without limitation, by means of interfering or disrupting the operation of the site or the

server networks used to make the site available such as "hacking" or defacing portion(s) of the site

- xix. Engage in spamming the site
- xx. Reproduce, modify, adapt, translate, create works of sell, rent, lease, own, distribute or otherwise exploit any portion of the site expect as expressly authorized herein, without MM's prior consent
- xxi. Revise decompile any portion of the site, except where such restriction is expressly prohibited by applicable law
- xxii. Transmit any software or other materials that could contain viruses, worms, trojan horses, eggs, defects, date/time bombs, spyware or other items of a destructive nature
- xxiii. Use any type of search/retrieval application or other manual device or process to retrieve, index, or data mine to gather site content, or reproduce or circumvent the navigational structure or presentation of the site and or its contents

If you find any materials on the site which you believe that violate or are inconsistent with this Code of Conduct, please contact the site administrator at <u>info@mobilemamma.org</u>

9. MAKING PURCHASES/DONATIONS

If you wish to purchase/donate products or services described on the site, you may be asked by MM or the third-party provider of the product or service to supply certain information applicable to your purchase or donation, including but not limited to, credit card information and other personal information. You represent and warrant that you have the right to use any credit card that you submit in connection with your purchase. You understand that any such information will be treated by MM in the manner described in our Privacy Policy. You agree that all information that you provide to MM or such third-party provider will be accurate, current and complete; also, that you have express authorization from a private third party to use their information. MM will not be held liable for stolen, fraudulent, or incomplete information. You agree to pay all charges incurred by your or any other users of your account and credit card in effect when such charges are incurred. You will also be responsible for paying any applicable taxes, shipping and handling charged relating to your purchases.

The images, descriptions of, or references to, products or services on the site do not imply MM's endorsement of such products or services. We make no representations as to the accuracy, validity or timeliness of such descriptions, images or references. We reserve the right, without prior notification, to change such descriptions, images or references, to limit the order quantity on any product or service and or to refuse service to you. Verification of information applicable to a purchase or donation may require prior to MM's acceptance of any order/donation. Price and availability of any product or service are subject to change without notice. It is your responsibility to follow all laws regarding the purchase and use of any product or service.

10. CLAIMS OF COPYRIGHT INFRINGMENT

DMCA- Digital Millennium Copyright Act of 1998 provides remedies for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that any of the material appearing on the internet or hosted materials on a site infringes your copyright, you (or an agent representative) may send us a notice by mail or email, requesting that the material be removed or access to it be blocked. If you also believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DCMCA allows you to send MM a counter-notice of the infringement. Notices and counter notices must comply and be current with statutory requirements imposed by the DMCA; see http://loc.gov/copyright for further details. Notices and counter notices must be mailed to our President of MM at President Mobile Mamma, PO Box 213, Cresco, IA 52136 or by email at info@mobilemamma.org. Our main office number is 563-203-8015. We suggest in all legal matters you consult your legal advisor before any actions of notice or counter notice are taken. Also, beware that there can be penalties for false claims under the BMCA. Note that MM may terminate any user who it reasonably believes to be a repeat copyright infringer.

11. PROPRIETYAR RIGHTS

We and our respective licensors and suppliers own the information and materials made available through the site, which are protected by copyright, trademark, patent, and or other proprietary rights and laws.

12. DISCLAIMERS

THIS SITES, THE MATERIALS AND THIRD-PARTY MATERIALS ON THIS SITE AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THIS SITE ARE PROVIDED "AS-IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUTH LIMITATION IMPILED WARRANTIES OF TITLE. NON-INFRINGEMENT, ACCUARACY, MERCHANTABLILTLY AND FITNESS FOR A PARTCULARY PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USEAGE OF TRADE. Applicable laws may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. NEITHER MM OR ANY OF ITS AFFILIATES, LICENSORS, MEMBER ORGAINZATIONS, SUPPLIERS, ADVERTISERS, SPONSORS, NOR ANY OF OUR OR THEIR DRICTORS, OFFICERS, EMPLOYEES, CONSUTLTANTS, AGENTS OR OTHER REPRESENTATIVES MAKES ANY WARRANTIES ABOUT THE ACCURACY, REALBLITY, COMPLETENESS OR TIMELINESS OF THE SITE OR ANY OF THE MATERIALS OR THIRD ARTY MATERIALS, NOR DO THEY WARRANT THAT YOUR USE OF THE SITE OR ANY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED OR SITE SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS ANY MATERIAL OR THIRD PARTY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGHTHE USE OF THE SITE IS DOWN AT YOUR OWN RISK, AND YOU ACKNOWLEDGE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR THIRD PARTY MATERIAL. YOUR USAGE OF THE SITE, MATERIALS, AND THIRD-PARTY MATERIALS PROVIDED THROUGH THE SITE IS ENTRELY AT YOUR OWN RISK.

13. LIMITATION OF LIABLITIY

NEITHER MM NOR ANY OF OUR AFFILIATES, LICENSORS, MEMBER ORGANIZATIONS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, MATERIALS AND/OR THIRD PARTY MATERIALS CONTAINED ON THE SITE OR ANY LINKED SITE AND/OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE SITE, EVEN IF MM HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS, THIRD PARTY MATERIALS, ANY LINKED SITE, PRODUCTS OR SERVICES IS TO STOP USING THE SITE, MATERIALS, THIRD PARTY MATERIALS, LINKED SITE, PRODUCTS OR SERVICES, AS APPLICABLE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR AFFILIATES, LICENSORS, MEMBER ORGANIZATIONS, SUPPLIERS, ADVERTISERS OR SPONSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

14. TERMINATION

We reserve the right to suspend or terminate access to the use of our site and its contents or portions of. For any reasons with or without because MM has no liability for any such suspension or termination, following which your right to use the site shall immediately cease, and you shall destroy all materials obtained from the site and all copies thereof, whether made under these Terms of Use or otherwise.

15. INDEMNIFICATION

You agree to indemnify, defend and hold MM, our affiliates, licensors, member organizations, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including without limitation attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, (b) your use of and activities in connection with the Site and/or (c) your account(s). You shall cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

16. SUMMARY

Our site is operated from Cresco, Iowa, and is only directed to people who live in the United States. If you are accessing our site from outside the US, it is your responsibility to comply with all federal, local and country laws. If there is a legal dispute between us, there will be no judge and jury only a third-party arbitrator. The arbitration will be subject to the US laws and the state of Iowa. Our site is subject to the US export controls and you are responsible for complying with these controls.

17. MISCELLANEOUS

Terms of Use, found to be unlawful, void or any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use, including any terms and conditions incorporated herein, constitute the entire agreement between us relating to the subject matter herein and supersede all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms of Use are not assignable, transferable or sublicensable by you expect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any proceedings or subsequent breath or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in now way defines or explains any section or provision.

The site is provided by Mobile Mamma. If you have questions, comments or concerns regarding the Terms of Use, or the site feel free to contact us at PO Box 213, Cresco, IA 52136 or contact us: info@mobilemamma.org