

MOGLI SCHEDULER END USER TERMS OF SERVICE

These Mogli Scheduler End User Terms of Service (these “**Terms**”) are a legal agreement between you and Mogli Technologies, LLC, a Delaware Limited Liability Company (“**Mogli**”, “**we**”, “**our**”, or “**us**”) governing your access to and use of Mogli’s website available at app.mogli.com (the “**Site**”) and the online scheduling service further outlined below which Mogli agrees to provide to you in connection with the Site (the “**Services**”).

You represent and certify that you are of legal age to form a binding contract and are not a person barred from receiving Services under the laws of the United States or other applicable jurisdictions. To use the Services on your own behalf, you must be 18 years or older. If you are under the age of 18 but 13 or older, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf and that you will only use the Services under your parent or legal guardian’s supervision. Additionally, if you are under the age of 18 but 13 or older, you will only be permitted to use the Services for so long as Mogli reasonably believes that such access has been consented to by your parent or guardian. If you are under the age of 13, you may not use or access the Services. If you are agreeing to these Term on behalf of an individual under the age of 18 but 13 or older, you represent and warrant that you are that individual’s parent or guardian and that you have the full right, power, and authority to act on that individual’s behalf and agree to these Terms, and grant the rights granted under these Terms, on behalf of such individual.

BY CLICKING I AGREE, OR BY OTHERWISE ACCESSING THE SITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS.

In the case of inconsistencies between these Terms and information included in any other materials related to the Site or the Services (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

1. SERVICES

1.1 Description. The Services consist of access to and use of Mogli’s online proprietary scheduling service.

1.2 Availability. Mogli uses reasonable efforts designed to ensure that the Services are available. However, there will be occasions when the Services will be interrupted, including, but not limited to, for maintenance, upgrades, and emergency repairs or due to failure of telecommunications links and equipment that are beyond Mogli’s control. You acknowledge and agree that Mogli will not be liable to you for any unavailability, modification, suspension, or discontinuance of the Service. You are responsible for obtaining access to any Services and that access may involve third-party fees (such as Internet service provider fees or data usage fees). You are responsible for those fees. In addition, you must provide, and are responsible for, all equipment necessary to access the Services.

1.3 Access to and Use of the Service; Feedback License. Subject to these Terms, Mogli grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Site and Services solely for your personal use. Mogli expressly retains all ownership rights, title and interest in and to all aspects of any software, Services and the Site, including, but not limited to, all current and future patents, copyrights, trademarks, trade secrets, know-how, and other proprietary rights included or embodied in the Site and Services. You may not modify the Site or Services, create derivative works of the Site or Services, or reverse engineer, reverse compile, reverse assemble or do any other operation with the Site or Services that would reveal any source code, trade secrets, know-how or other proprietary information. This license shall not be construed or interpreted as granting or providing rights to you to use, reproduce, modify, distribute, perform, display, possess or control the source code or any other aspect of the Site. You may not remove or modify any notice of confidentiality, trade secret, trademark or copyright encoded or embodied in the Site or displayed by, on, or in the Site. You may use the Site only while these Terms remain in effect. Under no circumstances shall you have any rights of any kind in or to the Site or Services after any termination or expiration of your agreement to these Terms for any reason. If you provide any materials, feedback, comments, questions, suggestions, or other feedback of any kind to Mogli regarding the use, operation, functionality, or features of the Services (collectively “**Feedback**”), Mogli has the right to use the Feedback without any limitation, attribution, or obligations to you and without the requirement to pay any compensation to any parties. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Mogli a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

2. USER CONTENT AND SUBMISSIONS. In connection with your access to and use of the Site and Services, you may have the opportunity to upload or make available to Mogli certain information, data, text messages, and other materials (collectively, “**Content**”). As between the parties, you own all right, title, and interest in the Content, including all intellectual property rights therein. You hereby grant Mogli and its authorized representatives and contractors a limited, non-exclusive license to use the Content solely for the limited purpose of providing the Services to you and fulfilling its other obligations and exercising its rights under these Terms. Notwithstanding anything in these Terms to the contrary, Mogli may analyze Content to create a de-identified or aggregated data set that does not identify you (collectively, “**Aggregated Data**”). Mogli retains ownership of all right, title, and interest in and to Aggregated Data. Mogli may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services. Mogli retains ownership of all right, title, and interest in and to any content, data, or information that is collected or produced by the Services in connection with your use of the Services that does not identify you, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Services (collectively, “**Usage Data**”). Mogli may use Usage Data

in connection with its performance of its obligations under these Terms and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Mogli's services, systems, and algorithms.

3. THIRD PARTY SOFTWARE AND LINKING. Although we may make software, applications, advertisements, hyperlinks, and other products and services of third-party companies available to you (collectively, "**Third-Party Offerings**"), your use of such Third-Party Offerings is subject to the respective terms and conditions imposed by the third party providing such products, and the agreement for your use will be between you and such third party. Mogli is not responsible for any Third-Party Offerings. Access to and use of any Third-Party Offering is at your own risk and is solely determined by the relevant Third-Party Offering provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. When you click on a link to a Third-Party Offering, we will not warn you that you have left the Site and are subject to the terms and conditions (including privacy policies) of another website or destination. Mogli makes no warranty with regard to the products or websites of any other entity. Mogli has no control over the content or availability of any third-party software or website. In particular, (a) Mogli makes no warranty that any third-party software you download or web site you visit will be free of any contaminating or destructive code, such as viruses, worms or Trojan horses and (b) it is your responsibility to become familiar with any web site's privacy and other policies and terms of service, and to contact that site's webmaster or site administrator with any concerns.

4. SUSPENSION AND TERMINATION. Mogli reserves the right to suspend or terminate your access to and use of the Site and Services, at any time, without notice, for any reason, including but not limited to (a) your breach of these Terms, or any other policies or guidelines set forth by Mogli, or (b) conduct that Mogli believes is harmful to other users of the Site or Services, or the business of Mogli or other third parties. Further, you agree that Mogli will not be liable to you for any termination of your access to the Site or Services. Mogli reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Mogli will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

5. PRIVACY. To learn more about how your personal information may be collected, used, and disclosed in connection with the Site and Services, please visit the Privacy Policy available through a link at the bottom of the Site ("**Privacy Policy**"). You understand and agree that, notwithstanding any measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to confidential and other personal information. Accordingly, Mogli cannot and does not guarantee the privacy, security, or authenticity of any information so transmitted over or stored in any system connected to the Internet.

6. DISCLAIMER OF WARRANTY. THE SERVICES AND SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND. MOGLI EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTOR WITH RESPECT TO THE SITE AND SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. MOGLI MAKES NO WARRANTY THAT THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT THE SITE OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SITE AND SERVICES WILL BE AVAILABLE, OR THAT DATA ARE SECURE FROM UNAUTHORIZED ACCESS OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE YOUR INTENDED RESULTS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMERS IN THIS PARAGRAPH, SO THEY MAY NOT APPLY TO YOU.

7. RULES OF CONDUCT. You shall not (and shall not allow a third party to): (a) reverse engineer, decompile, disassemble, or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Site or Services by any means whatsoever, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (b) remove or destroy any copyright notices or other proprietary markings; (c) attempt to circumvent any use restrictions or gain unauthorized access to the Site or Services or Mogli's computer systems or networks related to the Services; (d) modify or create derivative works based on the Services; (e) copy or distribute the Site or Services; (f) allow use of the Site or Services by anyone other than you; (g) transmit through the Site or Service unlawful, fraudulent, infringing, libelous, tortious, defamatory, threatening, vulgar, or obscene material or material containing viruses or other harmful code; (h) engage in spamming or other unsolicited advertising, marketing, or other activities using the Site or Services; or (i) otherwise use the Site or Services other than as permitted in these Terms.

8. INDEMNITY; LIMITATION OF LIABILITY.

8.1 You agree to indemnify, and hold Mogli, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with any one or more of the following: (a) your access to or use of the Site and Services; (b) your violation of these Terms; (c) your violation of any third party right, including without limitation any intellectual property right or any publicity, confidentiality, property or privacy right; or (d) any claim that your use of the Site and Services caused damage to a third party.

8.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MOGLI BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO ANY ONE OR MORE OF THE FOLLOWING: THIS AGREEMENT, THE SITE, OR THE SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF MOGLI HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MOGLI'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS, THE SITE, AND THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$100.

8.3 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF DAMAGES OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. GENERAL.

9.1 Governing Law; Venue. The laws of the State of Colorado without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction govern these Terms, the Site, and the Services. If you believe that Mogli has not adhered to these Terms, please contact us by e-mail at privacy@mogli.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation. If you and Mogli are unable to reach a resolution to the dispute, you and Mogli will settle the dispute exclusively under the rules of the American Arbitration Association (www.adr.org) at its Denver, Colorado office. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. You and Mogli agree that any arbitration will be limited to the dispute between Mogli and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND MOGLI ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Mogli otherwise agree in writing, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or the Services or these Terms must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever.

9.2 Independent Contractors. No joint venture, partnership, employment, or agency relationship exists between you and Mogli as a result of these Terms or use of the Site or the Services.

9.3 Force Majeure. Mogli will not be liable to you by reason of any failure or delay in the performance of its obligations hereunder on account of any cause which is beyond Mogli's reasonable control.

9.4 Waiver. The failure of Mogli to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Mogli in writing.

9.5 Contact. Colorado. Any questions, comments or suggestions, including any report of violation of these Terms should be provided to Mogli as follows:

By E-mail: privacy@mogli.com

By Postal Mail:

Mogli Technologies
PO Box 65
Niwot, CO 80544

9.6 Entire Agreement. If any provision of these Terms is unenforceable, the other provisions of these Terms will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).