**TERMS OF SERVICE AGREEMENT**

*PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES.*

*THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF*

*March 10th, 2021.*

# ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Socius, LLC, also known as Socius, located at 367 N Timm Creek Ave, Roebuck, South Carolina, and our subsidiaries and affiliates, in association with the use of the website, which includes http://www.sociusco.com, (the "Site") and its Services, which shall be defined below.

# DESCRIPTION OF WEBSITE SERVICES OFFERED

The Site is http://www.sociusco.com which has the following description:

Socius engages in the production of online business applications and the services that correlate with these applications ( hereinafter “Services”).

Any and all visitors to our site shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS.

The user acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications, and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of Socius, LLC. At its discretion, Socius, LLC may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Socius, LLC does hereby reserve the right to cancel and cease offering any of the afore mentioned Services and/or products. You, as the end user acknowledge, accept, and agree that Socius, LLC shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications, shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user understands, acknowledges, and agrees that the Services offered shall be provided "AS IS" and as such Socius, LLC shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication, or personalization settings.

**The Content is for informational purposes only, you should not construe any such information or other material as legal, tax, investment, financial, or other advice.**

Nothing contained on our Site constitutes a solicitation, recommendation, endorsement, or offer by Socius or any third party service provider to buy or sell any securities or other financial instruments in this or in in any other jurisdiction in which such solicitation or offer would be unlawful under the securities laws of such jurisdiction.

Please read our comprehensive Privacy Policy which is hereby fully incorporated into this TOS by reference and governs, among other things, the treatment of all information you submit to us. You acknowledge that your submission of any content, material, or information in any form is completely voluntary. You hereby represent and agree that you have reviewed and agree to the Privacy Policy.

**ELIGIBILITY**

You, as a user of the Services represent and warrant that you are at least eighteen (18) years of age, and that you have the right, authority, and capacity to enter into this agreement and comply with all terms and conditions of this Terms of Service. We make an effort to advertise to individuals who are at least eighteen (18) years of age or older and will not knowingly collect any information from children under the age of thirteen (13). We are not responsible for any misrepresentations related to user’s age and reserve the right to terminate the account of any user whom we believe has provided false information to us or to any other users.

**USER ACCOUNTS**

In order to use the Services provided and made available through our website and applications, you must register for, and maintain an active account. Account registration requires you to submit to Socius certain personal information, such as your name, company name, address, phone number. You agree to maintain accurate, complete and up-to-date information in your account Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services, or termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your account username and password at all times. Further information on the data collection of your account information can be found in our Privacy Policy statement.

Socius uses information imported by users to produce certain tables, charts, and calculations. User error in inputting information incorrectly may result in inaccurate results, or information conveyed through our services. Users are solely responsible for the information they input into our website or application when using our services, and shall hold Socius, its agents, affiliates, subsidiaries and employees from and against all past, present, and future claims, causes of action, demands, lawsuits, actions, liabilities, losses, expenses, obligations or damages of every kind and nature (including personal injuries, death and property damage) or other demand of liability of any kind (including attorneys’ fees) in connection with any user error, or results produced by Socius whether in connection with user error or not.

You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage.

You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content on our website, application, or any affiliate or subsidiary website or application.

# CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations ([http://www.access.gpo.gov/bis/ear/ear\_data.htm](http://www.access.gpo.gov/bis/ear/ear_data.html)​ [l)](http://www.access.gpo.gov/bis/ear/ear_data.html)​ , as well as the sanctions control program of the United States

[(](file:///C%3A/Users/clare/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/Y24K2V13/%28)[http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.asp](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx)​ [x](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx)).​ Furthermore, you state and pledge that you:

1. are not on the list of prohibited individuals which may be identified on any government export exclusion report ([http://www.bis.doc.gov/complianceandenforcement/liststocheck.ht](http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm)​ [m](http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm))​ nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;

1. agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;

1. agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and

1. agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

# CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

Socius, LLC shall not lay claim to ownership of any content submitted by any visitor or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for Socius, LLC the below listed worldwide, royalty-free, and non-exclusive licenses, as applicable:

1. The content submitted or made available for inclusion on the publicly accessible areas of Socius's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Socius's sites and shall terminate at such time when you elect to discontinue your membership.

1. Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of Socius's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of Socius's sites and shall terminate at such time when you elect to discontinue your membership.

1. For any other content submitted or made available for inclusion on the publicly accessible areas of Socius's sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of Socius's sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to users.

Socius does not vouch for the accuracy of information posted to the website, or applications, that is located in the publicly accessible areas. Socius provides publicly accessible areas so users may share their opinions publicly, and with other Socius users, but Socius does not actively monitor, or censor these opinions. Any reviews or comments posted to these particular areas do not constitute a guarantee, warranty, or prediction regarding any future outcomes.

**PROHIBITED CONTENT**

In the interest of maintaining your integrity and the integrity of the Services, users shall not:

 a) Share, provide, produce, display, publish or disseminate to others content that:

* + Is defamatory, abusive, obscene, profane, objectionable, offensive, libelous, sexually oriented, threatening, harassing, or racially offensive;
	+ Is illegal or infringes or violates another user’s rights, promotes illegal activity including copying the copyrighted works of another user, or provides instructional information about illegal activities Is inaccurate, false, out-of-date or misleading, including profile images that are not your likeness or misrepresenting your current or previous employment and qualifications; Is harmful or threatening to the safety of users; Promotes racism, bigotry, hatred or physical harm against any individual or group of individuals;
	+ Consists of “junk mail,” “chain letters,” or “spamming”;
	+ Contains any restricted, password only, or hidden pages or images;
	+ Contains any material targeted at individuals under the age of eighteen (18), including material that exploits such individuals in a sexual or violent manner or solicits personal information from them;
	+ Requests passwords, account information, or personally identifying information for any commercial or unlawful purposes from another user; and
	+ Engages in commercial activities and/or sales without Socius’s prior written consent including, but not limited to, contests, sweepstakes, bartering, advertising and pyramid schemes.

 b) Impersonate another user or entity or create an account for anyone other than a natural person;

 c) Harass others in any way, including stalking;

 d) Expressly state or imply that any statements you or others make are endorsed by Socius unless you have the prior written consent of Socius;

 e) Use any software, application, program, device or process, including the use of any robot or spider, to gather, catalog, or in any way duplicate or circumvent the structure or appearance of the Services;

 f) Post, distribute, duplicate, infringe, remove, or otherwise use any copyrighted materials, trademarks, brands, logos or other proprietary information or notices without obtaining the prior written consent of the owner of such rights;

 g) Disrupt or interfere in any way with the Services or any of the servers or networks connected to the Services;

 h) Utilize or copy any information or content to provide any service that is competitive, in Socius’s sole discretion, with Socius or access the Services for any competitive purpose including monitoring availability, performance or functionality;

 i) Share, provide, produce, display, publish or disseminate to others any material that contains any sort of virus or any files or programs that are designed to disrupt, destroy or reduce the functionality of the Services or any software, hardware, and/or equipment related to it;

 j) Share any non-user information without such non-user’s express permission;

 k) Disguise the origin of any information transmitted via the Services;

 l) Direct any person to the Services by using meta tags, code, or any other devices including any reference to the Services to for any reason whatsoever;

 m) Remove, cover or otherwise obscure any form of advertisement included on the Services;

 n) “frame” or “mirror” any part of the Services without our prior written authorization;

 o) Alter, adapt, sublicense, translate, sell, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for any portion of the Services or any other software used on or for the Services; and/or

 p) Override or attempt to override any security component on the Services.

You agree to immediately report to Socius, LLC any suspected misconduct or false information provided by other users of the Services.

Socius, LLC reserves the right to investigate and take legal action against anyone who violates the above provisions including, without limitation, the right to suspend or terminate the account of any such violators. The above list is not all-inclusive as to activities for which an account may be suspended or terminated.

Should you believe that you are entitled or required by law to act contrary to these Terms of Use, you agree to provide Socius with a detailed and authenticated explanation of your reasoning in writing at least thirty (30) days before you act contrary to these Terms of Use. Such advanced notice will allow us to evaluate whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are not required to provide such alternative remedy.

# CONTRIBUTIONS TO COMPANY WEBSITE

Socius, LLC provides an area for our users to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

1. your contributions do not contain any type of confidential or proprietary information.

1. Socius shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;

1. Socius shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;

1. the contributor's Contributions shall automatically become the sole property of

Socius; and

1. Socius is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

**TEXT MESSAGING**

By creating an account, you give express consent that Socius may send you informational text (SMS) messages as part of the normal business operation of your use of the website or application or services, and that use of SMS is necessary to utilize the services. When you create an account, we will send you an SMS message to confirm your sign-up. You can cancel the SMS service at any time by replying "STOP" in the text message you received. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If at any time you forget what keywords are supported, just reply "HELP" to the text message you received. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe. Message and data rates may apply for any messages sent to you from us and to us from you. Message frequency depends on your use of the Services. If you have any questions about your text plan or data plan, please contact your wireless provider.

**NETWORK ACCESS AND DEVICES**

You are responsible for obtaining network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and the Socius website and applications and any updates thereto.  Socius does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and other electronic communications.

 SERVICE CHARGES

Socius charges a fee for the use of our products and services offered through our website, or applications. (“Charges”). Socius does not provide financial advice or counseling, and does not charge users for any such financial services.

Socius uses a third-party vendor, Stripe, to facilitate payment from users. Facilitation of payment through Stripe is subject also to the terms and conditions of Stripe, and users acknowledge and agree that Socius shall not be responsible or liable, directly, or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through Stripe, its affiliates or subsidiaries.

Socius reserves the right to establish, remove and/or revise Charges for any or all Services obtained through the use of the website or applications, in their sole discretion. Socius will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

# COMMERCIAL REUSE OF SERVICES

The user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to Socius's sites.

# MODIFICATIONS

Socius shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

# ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that Socius, LLC shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

# LINKS

Either Socius or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. You acknowledge that different terms of use and privacy policies may apply to your use of those third-party services and content Furthermore, you acknowledge and agree that Socius shall not be responsible or liable, directly, or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource. It is your responsibility to evaluate the content on other websites and you enter all third-party websites at your own risk.

# PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Socius's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Socius or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on Socius Services (e.g. Content or Software), in whole or part.

Socius, LLC herein has granted you personal, non-transferable and non-exclusive rights and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Socius for use in accessing our Services.

Socius reserves the right to evaluate, improve, amend, or temporarily or permanently discontinue the Services or any content or information thereon with or without providing notification to users. You agree that Socius and its officers, directors, agents, investors, and employees are not liable to you or any third party for any modification or discontinuance of the Services.

# WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

1. THE USE OF SOCIUS, LLC SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. SOCIUS AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

1. SOCIUS, LLC AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) SOCIUS, LLC SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) SOCIUS, LLC SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE SOCIUS, LLC SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

1. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE

OBTAINED BY WAY OF SOCIUS, LLC SERVICES OR SOFTWARE

SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS

SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY

AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY

DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS,

DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

1. NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM SOCIUS, LLC OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

SOCIUS, LLC AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE SERVICES, WEBSITE OR APPLICATIONS. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES, WEBSITE, OR APPLICATION MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE SERVICES, WEBSITE OR APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND SOCIUS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

1. A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE

OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR

BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR

WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC

SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR

SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN

YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A

PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS

WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

# LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT

SOCIUS, LLC AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

1. THE USE OR INABILITY TO USE OUR SERVICE;

1. THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;

1. UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;

1. STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;

1. AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

IN NO EVENT SHALL THE TOTAL LIABILITY OF SOCIUS OR ITS LICENSORS TO YOU EXCEED FIVE HUNDRED DOLLARS ($500.00).

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

# INDEMNITY

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# You agree to indemnify, defend, and hold harmless Socius and its officers, directors, agents, investors, and employees from and against all past, present, and future claims, causes of action, demands, lawsuits, actions, liabilities, losses, expenses, obligations or damages of every kind and nature (including personal injuries, death and property damage) or other demand of liability of any kind (including attorneys’ fees) and costs incurred by us in connection with any claim, cause of action, demand, lawsuit or action by a third party arising directly or indirectly out of or in any way connected with a) the Services, b) your failure to comply with the Terms of Use in any way, c) your submission of materials or content on the Services, d) any other activity in which you engage on or through or because of the Services, and e) any third-party claims, including, without limitation, those of any users or your interaction with any other user. You further agree that you will reasonably cooperate in the defense of any such claims. Socius reserves the right to select its own legal counsel to represent its interests and you agree to reimburse Socius for its attorneys’ fees and costs immediately upon request as they are incurred. You agree not to settle any such claim without the prior written consent of Socius. The obligations described in this section shall include indemnifying and holding harmless Socius from and against losses incurred in enforcing this section.

# RELEASE

In the event you have a dispute, you agree to release Socius, LLC (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

# SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS

Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, investments or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, for this particular type of information, the phrase "Let the investor beware" is appropriate. Socius, LLC 's content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. Socius, LLC and our licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services, and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

# EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF

CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

# THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

# NOTICE

Socius, LLC may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

# TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Socius, LLC trademarks, copyright, trade name, service marks, and other Socius, LLC logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Socius, LLC You herein agree not to display and/or use in any manner the Socius, LLC logo or marks without obtaining Socius, LLC 's prior written consent.

# COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

Socius, LLC will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, Socius, LLC may disable and/or terminate the accounts of any user who violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

1. The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;

1. A description of the copyrighted work or other intellectual property that you believe has been infringed upon;

1. A description of the location of the site which you allege has been infringing upon your work;

1. Your physical address, telephone number, and email address;

1. A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;

1. And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Socius, LLC Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

367 N Timm Creek Ave, Roebuck, SC, 29376

Attn: Socius CEO

Reid J. Driggers

Telephone: 8033183720

Email: reid.driggers@sociusco.com

# CLOSED CAPTIONING

BE IT KNOWN, that Socius, LLC complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at http://www.sociusco.com

# GENERAL INFORMATION

## ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and Socius, LLC and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to Socius, LLC Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Socius, LLC Services, affiliate Services, third-party content or third-party software.

## CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and Socius, LLC with regard to the

TOS that the relationship between the parties shall be governed by the laws of the state of

Socius, LLC without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and Socius, LLC shall be filed within the courts having jurisdiction within the County of Spartanburg, South Carolina or the U.S. District Court located in said state. You and Socius, LLC agree to submit to the jurisdiction of the courts as previously mentioned and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

## WAIVER AND SEVERABILITY OF TERMS

At any time, should Socius, LLC fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

## STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within 1 year(s) after said claim or cause of action arose or shall be forever barred.

# VIOLATIONS

Please report any and all violations of this TOS to Socius, LLC as follows:

Mailing Address:

367 N Timm Creek Ave, Roebuck, SC, 29376

Telephone: 803-318-3720

Email: reid.driggers@sociusco.com