

Terms of Service

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IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 18

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1. Acceptance of terms

The Yaadmemorybook,LLC website Yaadmemorybook.com (“Site”) and app (collectively, the “Services”) — which include all of the text, images, audio, code and other material they contain or provide (collectively, the “Content”) and all of the features, and other services they provide — are owned and operated by Yaadmemorybook,LLC. (“Yaadmemorybook”). Please read these terms of use carefully before using the Services. By using or otherwise accessing the Services, or clicking to accept or agree to these Terms of Use (the “Terms”) where that option is made available, you (1) accept and agree to these Terms and our additional Rules governing our systems and (2) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy. If you do not agree to all the Terms of Use, then you may not access or use the Content or Services. Yaadmemorybook,LLC may update or issue additional terms, rules and conditions at any time without notice. You agree to be subject to them if you continue to access or use the Services.

2. Modification of Terms of Use

Except for Section 18, providing for binding arbitration and waiver of class action rights, Yaadmemorybook reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. The most current version of these Terms will be posted on our Site. You shall be responsible

for reviewing and becoming familiar with any such modifications. Use of the Services by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified.

3. Eligibility

You hereby represent and warrant that you are at least 18 years of age, and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these terms and to abide by and comply with these terms. This website is intended to serve a general audience and does not provide specific features or services targeted at children under age 18. We do not knowingly solicit personal information regarding children under age 18. If you do not meet the eligibility requirements of this section, then you are not authorized to use the Services.

4. Conditions of participation

Registration

In order to access our Services, you must register for an account. By registering as a user of the Services, you agree to provide accurate, current and complete information about yourself as prompted and maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or Yaadmemorybook has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, Yaadmemorybook may deny you access to areas requiring registration, or terminate your account, at its sole discretion.

Account Password and Security

At the time of registration for online account access, you must provide a valid email address, and/or active internet-connected cell phone number for testing, and Password to be used in conjunction with your account. Many portions of the Services require registration and/or a subscription for access (the "Restricted Areas"). You are responsible for maintaining the confidentiality of your Username and Password, and are fully responsible for all uses of your Username and Password, whether by you or others. You agree to (a) keep your Username and Password confidential and not share them with anyone else; (b) immediately notify Yaadmemorybook of any unauthorized use of your Username and Password or account or any other breach of security; and (c) use only your own Username and Password to access the Services' Restricted Areas. Yaadmemorybook cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. You acknowledge and agree that Yaadmemorybook is authorized to act on instructions received through the use of your Username and Password, and that Yaadmemorybook may, but is not obligated to, deny access or block any transaction made through use of your Username and Password without prior notice if we believe your Username and Password are being used by someone other than you, or for any other reason.

Communications and Information Practices

As a result of your registration for the Services, you may receive certain communications from Yaadmemorybook. You understand and agree that these communications are part of your registration and access to Services, and that, to the extent required by law, you may opt out of receiving these communications at any time by either using the unsubscribe functionality or sending an email to Support@Yaadmemorybook.com. Following such an opt-out, we may still communicate with you via email to the extent permitted by applicable law.

Disqualification and Cancellation

We cannot promise that our various services and tools will be available 100% of the time. For example, some outages may occur, especially when we upgrade our services and tools. This is a normal part of how any technology service must conduct repairs and upgrades. You agree to hold us harmless from any damages that arise from our not providing services to you 100% of the time. Our services may have interruptions or errors and you also agree that we are not responsible for any damages of any nature regarding such interruptions or errors.

Technological and Service Changes

We reserve the right to make technical, interface and service changes without prior notice to you. Recourse available to you in cases of any modifications is to cancel any relevant Service Agreement, or to simply discontinue use of the Services. Continued use of the site and/or services and tools following such changes and modifications will constitute your binding acceptance.

5. Conduct

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Yaadmemorybook. By way of example, and not as a limitation, you agree not to:

- Use a name or language that Yaadmemorybook, in its sole discretion, deems offensive;
- abuse, harass, impersonate, intimidate or threaten other Yaadmemorybook users;
- post or transmit, or cause to be posted or transmitted, any Content that are infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates any law or right of any third party;

- use the Services for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws;
- Impersonate another person;
- Exploit children under 18 years of age;
- Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without his or her consent (or a parent's consent in the case of a child under 13 years of age);
- post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Yaadmemorybook user;
- create or submit unwanted email ("Spam") to any other Yaadmemorybook users;
- infringe upon the intellectual property rights of Yaadmemorybook, its users, or any third party;
- submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
- post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- use any robot, spider, scraper, sniping software or other automated means to access the Services for any purpose (except for RSS feed access) without our express written permission. Additionally, you agree that you will not: (1) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (2) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; or (3) bypass any measures we may use to prevent or restrict access to the Services;
- Introduce viruses, worms, Trojan horses, and/or harmful code to the website;
- Engage in disruptive activity such as sending multiple messages in an effort to monopolize the forum;
- use artificial means, including creating multiple user accounts, to inflate your position and standing with the Yaadmemorybook leader boards and community;
- advertise to, or solicit, any user to buy or sell any products or Services, or use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;

- sell or otherwise transfer your profile;
- attempt to influence the play in any contest in which you are involved or in which you have a direct or indirect interest;
- Violate any federal, state, provincial, local, or international law or regulation;
- Encourage conduct that would constitute a criminal or civil offense.

Violation of our rules may result in the removal of your account from the Services and/or the canceling of your account. You acknowledge and agree that Yaadmemorybook may remove any User Content and terminate any Yaadmemorybook account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content). To report Terms of Use violations, please contact us.

Confidentiality

Your confidential use of this site cannot be 100% guaranteed by us. We shall not be responsible for any harm that you or any person may suffer as a result of a breach of confidentiality in respect to your use of this site.

6. Indemnity

You agree to release and to indemnify, defend and hold harmless Yaadmemorybook and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind

whatsoever arising or resulting from your use of the Services, your violation of these Terms of Use, your receipt, ownership, use or misuse of any prize, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. Yaadmemorybook reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Yaadmemorybook in the defense of such matter.

7. Warranties and disclaimers

You expressly understand and agree that your use of the Services is at your sole risk. The Services (including the Service and the Content) are provided on an “AS IS” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Yaadmemorybook has no control over, and no duty to take any action regarding: which users gain access to or use the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Yaadmemorybook from all liability for you having acquired or not acquired Content through the Services. Yaadmemorybook makes no representations concerning any third-party Content contained in or accessed through the Services, and Yaadmemorybook will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.

8. Limitation on liability

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Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

9. Limitation of Damages

IN NO EVENT WILL WE, OUR OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT (INCLUDING WITHOUT LIMITATION, COST OF COVER) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES, CONTENT OR OTHER MATERIALS PROVIDED OR AVAILABLE HEREUNDER, OR USE OF ANY OTHER LINKS OR LINKED WEB SITE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES AROSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL BASIS. THE TERM "DAMAGES" INCLUDES, WITHOUT LIMITATION, ATTORNEY FEES, ANY LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM. YOU ACKNOWLEDGE THAT THE ECONOMIC TERMS OF OUR AGREEMENT REFLECT THE FOREGOING ALLOCATION OF RISK AND SUCH ALLOCATION OF RISK IS A SIGNIFICANT INDUCEMENT FOR US TO PROVIDE THE SERVICES, WEB SITE AND OTHER CONTENT AND MATERIALS.

10. Our proprietary rights

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12. Links

The Site and Services provides, or third parties may provide, links to other World Wide Web sites or resources. Because Yaadmemorybook has no control over such sites and resources, you acknowledge and agree that Yaadmemorybook is not responsible for the availability of such external sites or resources, 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. You further acknowledge and agree that Yaadmemorybook shall 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 or reliance on any such content, goods or services available on or through any such site or resource. Furthermore, these links may lead to sites or links that contain offensive and objectionable content or which may contain dangerous computer viruses. You assume, and we hereby disclaim, all responsibility for any of the content on these sites or for any damage sustained by users of these sites.

13. Termination and suspension

Yaadmemorybook may terminate or suspend all or part of the Services and your Yaadmemorybook account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your free Yaadmemorybook account, you may contact us via the contact form with a note to say you wish to terminate your account. The following provisions of the Terms survive any termination of these Terms: CONDITIONS OF PARTICIPATION (except for Registration and Account Password and Security); CONDUCT (only User Content); INDEMNITY; WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS;

TERMINATION; NO THIRD PARTY BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

If your account is subject to a suspension, you must respect the restrictions and limitations imposed on your account as part of the suspension, and you should communicate with Yaadmemorybook regarding restoration of your account only via support@yaadmemorybook.com.

14. No third party beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to the Terms.

15. Notice and procedure for making claims of copyright infringement

YaadMemoryBook may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide Yaadmemorybook's Copyright Agent a written Notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

16. Binding arbitration and class action waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

Initial Dispute Resolution

Our Customer Support Department is available via the web to address any concerns you may have regarding the Services. Our Customer Service Department is able to resolve most concerns quickly to our member's satisfaction. The parties shall use their best efforts through this Customer Service process to settle any dispute, claim, question, or disagreement and good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time which informal dispute resolution shall begin, under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms,

including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879.

Location

Arbitration shall be initiated in the County of Cook, State of Illinois, United States of America, and you and Yaadmemorybook agree to submit to the personal jurisdiction of any federal or state court in Cook County, Illinois, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND Yaadmemorybook AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception – Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, Yaadmemorybook may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). For any dispute not subject to arbitration you agree to submit to the personal and

exclusive jurisdiction of and venue in the federal and state courts located in Chicago, IL. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available. The Terms and the relationship between you and Yaadmemorybook shall be governed by the laws of the State of Illinois without regard to conflict of law provisions.

17. GENERAL INFORMATION

Entire Agreement

These Terms (and any additional terms, rules, agreements and conditions of participation in particular contests that Yaadmemorybook may post on the Services) constitute the entire agreement between you and Yaadmemorybook with respect to the Services and supersedes any prior agreements, oral or written, between you and Yaadmemorybook. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation in particular contests, the latter will prevail over the Terms to the extent of the conflict.

Waiver and Severability of Terms

The failure of Yaadmemorybook to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations

You agree that 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 Services or the Terms must be filed within six (6) months after such claim or cause of action arose or be forever barred.

International Use

We do not represent that all content, materials and services on our Web site are appropriate or available for use in all geographic locations, especially some locations outside the United States, and accessing such from certain locations may be illegal and prohibited. Those who do access content, materials and services from such locations act on their own initiative and we are not responsible for their compliance with local laws or other applicable laws. You will not access the foregoing where prohibited by law.

Section Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.

Force Majeure

The failure of Yaadmemorybook to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Yaadmemorybook (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

Communications

Users with questions, complaints or claims with respect to the Services may contact us using the relevant contact information set forth above.

Legality

The Site and the Services are to be used by each user for his/her private personal use. Please note that the Site and the Services are not for use by individuals connecting from jurisdictions from which it is illegal to do so. Yaadmemorybook is not able to verify the legality of the Site and the Services in each jurisdiction and it is your responsibility to verify such matters.