

Yooniko Terms of Use

Last Modified: August 21, 2017

1. The Platform

MetaMorph Corporation (the “Company,” “we” or “us”) maintains the website located at **yooniko.com** (including any successor URL, sub-domain and/or any syndication of the foregoing, collectively, the “Website”) pursuant to which we provide an integrated personal branding technology platform (including all functionality, software, content and services made available thereon, the “Platform”). The Platform aims to provide an integrated technology platform that enables registered users (each, a “User”) to achieve their personal branding goals by facilitating Users’ interactions with other Users, registered personal brand managers or mentors (each, a “Coach”) and other registered service providers (*e.g.*, resume writers, content writers, graphic and web designers, SEO / SEM experts or other similar providers) (each, a “Service Provider”). When any User receives services from a Coach or Service Provider via the Platform, that User is also a “Client” in such context. For the avoidance of doubt, all Coaches and Service Providers are Users; a Coach or Service Provider may also at times be a Client when they themselves consume services via the Platform.

2. Acceptance of the Terms of Use.

The following terms and conditions (“Terms of Use”) govern your access to and use of the Platform and form a binding agreement between you and us. Please read the Terms of Use carefully before you start to use the Platform.

BY USING THE WEBSITE, OR BY REGISTERING FOR THE PLATFORM (INCLUDING, IF APPLICABLE, CLICKING TO ACCEPT OR AGREE TO THESE TERMS OF USE WHEN THE OPTION IS MADE AVAILABLE TO YOU): (A) IF YOU ARE ACCEPTING THESE TERM OF USE IN YOUR INDIVIDUAL CAPACITY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE AND REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER OR OTHERWISE HAVE THE LEGAL CAPACITY TO ENTER INTO A BINDING AGREEMENT AND THAT YOU ARE LEGALLY BOUND BY THESE TERMS OF USE; AND (B) IF YOU ARE ACCEPTING THESE TERMS OF USE AS A REPRESENTATIVE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF USE AND THESE TERMS OF USE ARE A LEGALLY BINDING AGREEMENT OF SUCH ENTITY. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE WEBSITE OR OTHERWISE REGISTER TO ACCESS AND USE THE PLATFORM.

If you are registering to access and use the Platform as a Coach or Service Provider, your access to and use of the Platform is subject to the supplemental terms of use set forth in Section 26 below (the “Supplemental Terms”). With respect to a Coach or Service Provider only, in the event of any conflict between the Supplemental Terms and the terms supplied elsewhere in these Terms of Use, the Supplemental Terms shall control. For more information on registering for the Platform as a Coach or Service Provider, please visit <https://yooniko.com/for-coaches/>

If you allow any persons to access the Platform through your internet connection, you must ensure that they are aware of these Terms of Use and comply with them.

3. Changes to the Terms of Use.

We may revise and update these Terms of Use from time to time in our sole discretion. Changes are effective immediately when we post them, but are not retroactive. We will endeavor to notify Users of these changes by e-mail, but will not be liable for any failure to do so. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. If any future changes to these Terms of Use are unacceptable to you or cause you to no longer be in compliance with these Terms of Use, you must immediately stop using the Platform. You must check this page frequently so that you are aware of any changes, and immediately discontinue access or use of the Platform if you do not want to agree to the revised Terms of Use.

4. Collection and Use of Your Information

All information we collect via the Platform is subject to our Privacy Policy, which is available at . BY USING THE WEBSITE, OR BY REGISTERING TO ACCESS AND USE THE PLATFORM, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY OUR PRIVACY POLICY. If you do not agree to our Privacy Policy, you must not provide us any Personal Information (as defined in our Privacy Policy).

The Platform is hosted in the United States and is provided from the United States. It is possible that certain information will be stored on servers in multiple other countries on the “cloud” or other similar distributed hosting platforms. If you are a User accessing the Platform from the European Union, Asia or any other region with laws governing personal data collection, use, and disclosure that differ from United States laws, you are expressly and knowingly consenting to the transfer of your personal information to the United States and other jurisdictions as indicated above, and to our use of your personal information in accordance with our Privacy Policy.

5. Accessing the Platform and Account Security.

We reserve the right to update, alter, enhance, amend or otherwise change the Platform (including, without limitation, the design, look and feel, functionality, content, material, information and/or services provide via the Platform), in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Platform.

As a “guest,” you may view, visit and browse through certain publicly-accessible areas of Website. However, in order to access the Platform and the resources it offers, you will be asked to provide certain account registration details, payment information and other information. You must provide information that is correct, current and complete. You agree that all information you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features and functionality on the Platform, is governed by our Privacy

Policy(<https://yooniko.com/privacy/take> with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. If you are an individual, you acknowledge that your account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user name, password or other security information. If you are a representative of an entity, you acknowledge that such accounts as are provided for your entity's use are to be restricted solely to authorized officers, employees, consultants, or service providers of your entity and agree not to provide any other person with access to the Platform or portions of it using the user names, passwords, or other security information connected with such accounts. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if, in our opinion, the continued use of that user name, password or other identifier would be inappropriate.

Accessing the Platform without proper user name and password is strictly prohibited, constitutes a breach of these Terms of Use resulting in the immediate termination of your right to use the Platform, and may violate copyright, trademark and other laws.

The Platform may include certain services that are available via a mobile device, including (i) the ability to upload content to the Platform via a mobile device, (ii) the ability to browse the Platform from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). These Terms of Use apply to your use of all Mobile Services. To the extent you access the Platform through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

6. Intellectual Property Rights.

Except as specifically provided in Section 10 below (titled "User Contributions"), the Website and the Platform and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by us, our licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Except as expressly provided elsewhere in these Terms of Use (or as expressly provided in the Supplemental Terms if you are a Coach or Service Provider), these Terms of Use permit you to use the Platform for your personal, non-commercial use only.

Your computer may temporarily store copies of the materials available via the Website or Platform incidental to your accessing and viewing those materials, and your Web browser may store files that are automatically cached for display enhancement purposes. You must not otherwise reproduce, distribute, modify, edit, create derivative works of, publicly display, publicly perform, republish, reverse engineer, decompile, download, store or transmit any of the material on the Website or Platform, except as follows:

- You may print or download one copy of a reasonable number of pages of the publicly-accessible areas of the Website, including the Yooniko homepage, which are available to guests for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- Certain landing pages and previews of certain instructional materials available via the Platform, such as written guides for using the Platform's web-based tools or instructional videos on building successful personal branding skills, are accessible for no additional cost and you may access such materials in the form and to the extent that they are provided to you for your own personal, non-commercial use and not for further reproduction, public display, publication or distribution. If we choose to provide you with extended or complete access to such instructional materials via the Platform, you may also print or download one copy of such materials for your own personal, non-commercial use and not for further reproduction, public display, publication or distribution.
- If we choose to provide you with access to certain workflow documents via the Platform, such as printable action plan schedules or time sheets for use by Coaches or Service Providers, you may print, download, copy, store, or transmit a reasonable number of copies of such documents solely for your own personal, non-commercial use in connection with your use of the Platform and not for further reproduction, publication or distribution.
- If we choose to provide you with desktop, mobile or other applications for download in connection with the Platform, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we choose to provide you with access to certain third party applications or plug-in tools for use in connection with the Platform, you may download, access, use or otherwise interact with such applications or plug-in tools only in accordance with any terms and conditions specified in the separate user agreement applicable to such third party applications.
- You may print or download a reasonable number of copies of these Terms of Use for your own personal, non-commercial use and not for further reproduction, publication, or distribution. Notwithstanding the foregoing, you may also print, download, copy, reproduce, publish, modify or distribute a reasonable number of

copies of the disclaimer contained in Section 26 in connection with efforts to form one or more Service Agreements as contemplated under these Terms of Use.

Other than as expressly provided elsewhere in this section, you must not modify copies of any materials from the Website of the Platform nor use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text. You must not copy, modify, use or attempt to use any of the web-based tools provided through the Platform, such as the scheduling tool or the activity planning tool, except in the form that such tools are specifically provided to you via your authorized use of the Platform. You must never delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or the Platform. If you wish to obtain consent to use of material available via the Website or Platform other than as set out in this section, please submit your request for approval to SupportElves@yooniko.com.

If you access, print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of any materials you have made. No right, title or interest in or to the Platform or any content on the Platform is being transferred to you, and all rights not expressly granted are reserved by us. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

7. Trademarks.

The Yooniko name, the Company's stylized "YOONIKO" logo, the Company's stylized "Y" logo, and all other names, logos, product and service names, designs and slogans used as trademarks by us on the Website and the Platform are trademarks of the Company or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Platform are the trademarks of their respective owners. You must not use such marks without the prior written permission of the owner of such marks.

8. Copyright Infringement / DMCA Policy.

We take claims of copyright infringement seriously and will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Platform infringe your copyright, you may request removal of those materials (or access thereto) from the Platform by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512 *et seq.*) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- _____ Your physical or electronic signature;
- _____ Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Platform, a representative list of such works;

- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address);
- A statement that you have a good-faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

The agent we have designated to receive DMCA Notices (the “Copyright Agent”) is: Ajit Manjappara; Mailing Address: 3235 Satellite Boulevard, Building 400, Suite 300, Duluth, GA 30096; Telephone: (408) 505-9137; E-mail: SupportElves@yooniko.com. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website or the Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

If you believe that material you posted on the site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “Counter-Notice”) by submitting written notification to the Copyright Agent. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature;
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address);
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided us with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Website or the Platform was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of Users who are repeat infringers. We generally will treat a User as a repeat infringer if the User has been notified of infringing activity more than twice and/or has had a User submission removed from the Website or the Platform more than twice.

9. Prohibited Uses.

You may use the Website and the Platform only for lawful purposes and in accordance with these Terms of Use. Specifically, you agree not to use the Website or Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, receive, upload, download, use or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit any unsolicited advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, a Coach or Service Provider, another User or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or that may harm the Company or Users of the Platform or expose them to liability.

Additionally, you agree not to use the Website or Platform in any manner that could disable, overburden, damage, or impair the Website or Platform or interfere with any other party's use of the Website or Platform, including their ability to engage in real time activities through the Platform. Without limitation, you must not:

- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful or attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.

10. User Contributions.

The Platform may contain message boards, chat rooms, forums, bulletin boards, personal web pages or profiles, personal action plans and task managers, planning and scheduling tools, workflow management tools for coordinating Clients' interactions with Coaches and Service Providers and other interactive features (collectively, "Interactive Features") that allow Users to post, submit, upload, publish, display or transmit to other Users or other persons ("post" or "posting") content or materials (collectively, "User Contributions") on or through the Platform.

By posting any User Contributions to the Platform, you represent and warrant that you own or control all rights in and to such User Contributions. Additionally, by posting any User Contributions to the Platform, you grant us and our affiliates and service providers a limited, non-exclusive, worldwide, transferable, and sublicensable right to copy, modify, perform, display, distribute, disclose to third parties, process, and otherwise use the information and content you provide through such User Contributions, in each case in accordance with our Privacy Policy, without any further consent, notice and/or compensation to you or others, for (1) the purpose of operating the Platform and providing the Platform and each of its Interactive Features to you, including performing maintenance on the Platform and ensuring material accessible on the Platform meets our Content Standards, (2) the purpose of responding to customer service inquiries, processing payments from you, or carrying out other similar interactions between you and us, (3) the purpose of analyzing (in aggregated and not personally identifiable form) such information and content to improve the Platform's automated brand scoring and action plan recommendation system, or (4) any other purpose that you have authorized. All of your User Contributions must comply with the Content Standards set out in these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute and that you have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible for the content or accuracy of any User Contributions posted by you or any other User of the Platform.

11. Content Standards.

User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations and shall not (collectively, the "Content Standards"):

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy <https://yooniko.com/privacy/>
- Contain any false advertising, misrepresentations or be likely to confuse or deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising that are unrelated to the express purposes of the Platform.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

12. Monitoring and Enforcement; Termination.

We have the right to take any actions that we consider to be appropriate to ensure that the Platform is operated in an appropriate manner. We may remove or refuse to post any User Contributions for any or no reason in our sole discretion, and we may take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Platform or the public or could create liability for the Company. We may disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. We may terminate or suspend your access to all or part of the Platform for any reason that we determine to be adequate, including any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. **YOU WAIVE ANY RIGHT TO ASSERT ANY CLAIMS RESULTING FROM ANY SUCH ACTION TAKEN BY US.**

We do not undertake to review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

13. Facilitation Tool.

The Platform is a communications and workflow management facilitation tool that enables connections between Clients and their Coaches and Service Providers, as well as connections among Users. We do not take part in the interactions between Users and other Users, between Clients and their respective Coaches or Service Providers, or between Coaches and Service Providers. We are not responsible for such interactions. You are solely responsible for such interactions. We are not a party to any relationship or contract between Clients and Coaches, between Clients and Service Providers, or between Coaches and Service Providers. We are not responsible for any such contracts or proposals that you upload to the Platform other than making such contracts or proposals available for review and signature (including e-signature) as authorized by you. All dealings are solely between the respective parties. The availability of any products or services on the Platform does not imply our endorsement of such products or services. We will endeavor to use reasonable efforts to vet and to validate the qualifications of Coaches and Service Providers who wish to register for the Platform, including by (1) reviewing applications submitted by such Coaches and Service Providers, (2) conducting brief video-conference interviews with such Coaches and Service Providers, and (3) engaging in on-going review of Client feedback regarding such Coaches and Service Providers. However, for many reasons, many of which are outside of our control, such vetting and validation processes are inherently imperfect. We therefore cannot and do not control, are not responsible for, and make no representations regarding (i) the existence, quality, timing, suitability, reliability, safety, or legality of any goods or services advertised or promoted by Coaches or Service Providers, (ii) the truth or accuracy of any advertisements or promotional materials supplied by Coaches or Service Providers, (iii) the skills, talents, experience and/or qualifications of Coaches or Service Providers, or (iv) whether any good or service offered by Coaches or Service Providers will meet Clients' requirements. Reviews are solely the opinions of the Users that post them, and no reviews contain or reflect any opinions or views of the Company. We do not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any reviews or ratings provided by Users, User Contributions provided by Users, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Clients, Coaches or Service Providers. In the event that you have a dispute with one or more Users, Clients, Coaches or Service Providers, you hereby agree to release us (and all of our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

14. Reliance on Information Posted.

The information presented on or through the Website and the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information, and any reliance you place on such information is strictly at your

own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Website or the Platform, or by anyone who may be informed of any of its contents.

The Platform may include content provided by third parties, including materials provided by other Users of the Platform. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinions. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

15. Fees and Payments.

In exchange for access to and use of the Platform, you agree to pay (i) any subscription fees specified when you register for the Platform and (ii) any other transaction fees specified when you request services or perform other actions within the Platform. We will automatically bill our subscription fees on a periodic basis (as detailed when you register with the Platform or in any special promotion we offer to you) using the payment information provided by you when you register with the Platform.

In addition, if you are a Client, we will bill you the applicable transaction fee for each service selected by you, on behalf of the applicable Coach or Service Provider, in each case at the time you purchase the applicable service from such Coach or Service Provider. If you are a representative of an entity, we may permit you to purchase Credits on behalf of your entity, distribute such Credits as you see fit to authorized officers, employees, consultants, or service providers of your entity who are registered to use the Platform, and allow such persons to pay for services they consume via the Platform using such Credits. If you are an individual, we may also permit you to purchase Credits and pay for services you consume via the Platform using such Credits. In any case, it is your responsibility and obligation to provide accurate payment information to us and to keep such information current. By providing payment information to us, you represent and warrant to us that you are authorized to use the payment instrument you provided to us.

If you are a Client, when you order a service package from a Coach or Service Provider, your account will be debited to cover the cost of the package you ordered. That amount will be held by us until the services are delivered by the Coach or Service Provider. Upon the completion of the package by the Coach or Service Provider, the Platform will automatically notify you, requesting your approval to release the payment. You will have 72 hours from the time of such notice to authorize or decline the release of your payment to the Coach or Service Provider. Your failure to respond to such notice within the 72-hour period will be deemed your approval of the charges. Payment will be released to the Coach or Service Provider at the earlier of your approval of the charges or the end of the 72-hour notice period.

If you dispute any charges by a Coach or Service Provider, you must contact the Coach or Service Provider directly. If you dispute any charges by us, you must notify us within 30 days after the date that we charge you.

All payments processed via the Platform will be encrypted and transmitted securely using Secure Sockets Layer (SSL) technology. While transaction information and metadata related to such transactions will be stored in our servers in accordance with our Privacy Policy, no credit card information will be retained by the Platform, except in connection with handling blacklisted credit cards. In the latter case, the Platform will store identifying information regarding the blacklisted cards in an encrypted form on its servers and will not process any transactions from such blacklisted cards until such blacklisted cards are removed from our servers upon appropriate validation.

All subscription fees and transaction fees posted on the Platform are subject to change from time-to-time without notice. Your continued use of the Platform after the price increase becomes effective constitutes your agreement to pay the increased amount. Any transaction fee charged will be the fee in effect at the time the transaction takes place, and any price increases will only apply to transactions taking place after such fee changes. Posted fees do not include taxes and, if applicable, such taxes will be added to your total and summarized on your monthly statement.

You have the option to cancel your subscription to the Platform at any time, subject to your obligation to submit payment for all fees incurred up to the date of cancellation. You acknowledge and agree that (i) all uses by us on the Platform of the terms “sell,” “sale,” “purchase,” “price” and the like mean the purchase or sale of a license to use the Platform; and (ii) each product and service on the Platform is made available solely for license, not sale, to you and other prospective Users of the Platform under the terms, conditions and restrictions of these Terms of Use.

16. Employment; Withholding.

The Platform is not an employment service and does not serve as an employer of any User, Client, Coach, or Service Provider. As such, we will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer’s liability, social security or payroll withholding tax in connection with your use of the Platform. You understand and agree that if we are found to be liable for any tax or withholding tax in connection with your use of the Platform, then you will immediately reimburse and pay to us an equivalent amount, including any interest or penalties thereon. Additionally, unless expressly agreed in a separate, written agreement signed by all applicable parties, if you provide services to a Client you do so solely in the capacity of an independent contractor to the Client, and not as an employee or agent of the Client for any purpose. You shall not purport to make any representations, warranties or agreements on behalf of a Client and shall have no authority to enter into any contract or agreement on a Client’s behalf nor to make any warranties or representations that bind a Client. While a Client may assign tasks to you via the Platform and may specify the deliverables that you must produce and the deadlines, you shall at all times retain control over the manner in which you render services to the Client. Clients rely on your personal skills and experience in performing such services. You also acknowledge and agree that by delivering services to Clients via the Platform, MetaMorph Corporation has in no way engaged and does not purport to engage you as an independent contractor of MetaMorph Corporation or any of its affiliates or service providers (or in any other principal-agent relationship of any sort) for any purpose whatsoever; such relationship is solely one of provider of the Platform and consumer of the Platform.

17. Links to Other Sites.

If the Website or Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the linked third party websites linked, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The Platform may provide certain social media features that enable you to link from your own or certain third-party websites to certain content on the Platform, send e-mails or other communications with certain content, or links to certain content, on the Platform, or cause limited portions of content on the Platform to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features. In addition to the limitations on linking set forth above, you may not cause the Platform or portions of it to be displayed, or appear to be displayed by framing, deep linking or in-line linking on any other site.

18. Geographic Restrictions.

The owner of the Platform is based in the United States. We provide the Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

19. Disclaimer of Warranties.

We cannot and do not guarantee or warrant that files available for downloading from the Internet, Website or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE AND THE PLATFORM IS AT YOUR OWN RISK. THE WEBSITE AND THE PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY SERVICES OBTAINED THROUGH IT) ARE PROVIDED ON AN “AS IS” AND “AS

AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR THE PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY SERVICES OBTAINED THROUGH IT). WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE OR THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY SERVICES OBTAINED THROUGH IT) WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES AND WARRANTY OR REPRESENTATION WITH RESPECT TO (A) THE EXISTENCE, QUALITY, TIMING, SUITABILITY, RELIABILITY, SAFETY, OR LEGALITY OF ANY GOODS OR SERVICES ADVERTISED, PROMOTED OR MADE AVAILABLE BY COACHES OR SERVICE PROVIDERS, (B) THE TRUTH OR ACCURACY OF ANY ADVERTISEMENTS OR PROMOTIONAL MATERIALS SUPPLIED BY COACHES OR SERVICE PROVIDERS, (C) THE SKILLS, TALENTS, EXPERIENCE AND/OR QUALIFICATIONS OF COACHES OR SERVICE PROVIDERS, OR (D) WHETHER ANY GOOD OR SERVICE OFFERED BY COACHES OR SERVICE PROVIDERS WILL MEET CLIENTS’ REQUIREMENTS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. Limitation on Liability.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE OR THE PLATFORM, ANY CONTENT ON THE WEBSITE OR THE PLATFORM, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM. THIS DISCLAIMER INCLUDES ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY TORT

(INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR SERVICE PROVIDERS, LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF ANY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SERVICE AGREEMENT (AS DEFINED IN THE SUPPLEMENTAL TERMS) AND/OR ANY DISPUTE BETWEEN CLIENTS AND COACHES, CLIENTS AND SERVICE PROVIDERS, COACHES AND SERVICE PROVIDERS, OR USERS AND OTHER USERS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. Indemnification.

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platform.

22. Governing Law and Jurisdiction.

All matters relating to the Platform and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any legal suit, action or proceeding arising out of or related to these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States in Georgia, or the courts of the State of Georgia, except that we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23. Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

24. Waiver, Severability, and No Third Party Beneficiaries.

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. These Terms of Use do not and are not intended to confer any rights or remedies upon any person other than you.

25. Entire Agreement.

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and MetaMorph Corporation with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

26. Supplemental Terms Applicable to Coaches and Service Providers

Commercial Use of the Platform.

Each Coach and/or Service Provider shall be permitted to access and use the Platform for its own internal business purposes. All other limitations and restrictions included in these Term of Use shall continue to apply.

Trademarks of Coach or Service Provider.

We acknowledge that the names, logos, product and service names, designs and slogans of any Coach or Service Provider are the trademarks of such Coach or Service Provider or of its respective affiliates or licensors. Each Coach and Service Provider grants to us a limited, non-exclusive, non-transferable and royalty-free license to use, copy, display and distribute such person's trademarks and any other User Contributions contributed by such person in any way that is expressly or impliedly authorized or directed by such person in connection with such person's use of the Platform. Such license grant shall also extend to any service providers that we determine, in our sole discretion, are necessary to assist in providing the Platform. We and our service providers shall not otherwise use a Coach's or a Service Provider's trademarks without the prior written permission of such person.

Service Agreements.

When any Coach or Service Provider interacts with any Client through the Platform, and such parties agree on terms for the delivery of any work product or service, a "Service Agreement" is formed. All such Service Agreements must contain the following disclaimer:

“THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT METAMORPH CORPORATION (A) IS NOT A PARTY TO

THIS SERVICE AGREEMENT; (B) IS NOT RESPONSIBLE FOR OR IN ANY WAY LIABLE TO ANYONE WITH REGARD TO ANY DISPUTES ARISING UNDER THIS SERVICE AGREEMENT; (C) IS NOT THE PROVIDER OF SERVICES UNDER THIS SERVICE AGREEMENT AND HAS NOT IN ANY WAY ENGAGED THE PERSON PROVIDING SERVICES UNDER THIS SERVICE AGREEMENT AS AN AGENT OR EMPLOYEE ACTING ON ITS BEHALF; AND (D) IS NOT RESPONSIBLE FOR ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES MADE BY ANY PARTY TO THIS SERVICE AGREEMENT AND HAS IN NO WAY APPROVED OR ENDORSED SUCH STATEMENTS.”

Each Coach and Service Provider acknowledges and agrees that the Company shall not have any liability to any Client arising under the terms of such Client’s Service Agreement.

Services Descriptions and Pricing

In order to preserve the Platform’s professionalism and competitiveness as a marketplace for services, we reserve the right to, and you acknowledge and agree that we may, remove any Coach or Service Provider posting or listing (or suspend or terminate any Coach or Service Provider account, as necessary) which in our sole discretion (i) violates the Content Standards described above, (ii) is inappropriate or irrelevant to the purposes of the Platform, or (iii) offers services at an unreasonably high or low price or otherwise offers services in a manner that is unfairly competitive to other Coaches or Services Providers using the Platform.

Solicitation of Clients

As provided in the section above titled “Prohibited Uses,” you are prohibited from using the Website or the Platform to transmit any unsolicited advertising or promotional material, including any “junk mail,” “chain letter” or “spam” or any other similar solicitation to any User or otherwise. If you believe you have a specific set of expertise or services that a particular User or set of Users can benefit from, and you are not already in direct contact with that User through a Service Agreement or similar arrangement, you agree you may not solicit such Users directly, but must request that we send such solicitations to Users on your behalf.

Access to Client Information

If you terminate your account on the Platform or otherwise discontinue use of the Platform, you must permanently delete any information you have collected from Clients that is stored on your computers or servers, including and especially any Personal Information (as defined in our Privacy Policy).

Processing Payments from Client to Coach/Service Provider.

Clients shall make all payments relating to, or in any way connected with, a Service Agreement, directly to the Company through the Platform, and Clients will have no obligation of payment directly to any Coach or Service Provider. Coaches and Service Providers agree that they will be paid solely by the Company through the Platform. If you agree to refund any

payments to a Client, you are responsible for contacting the Company to arrange for the return of any such payments or Credits to the Client through the Platform (and not by returning payment to the Client directly) and will pay the Company any costs associated with processing the refund.

Services Exclusively Through the Platform.

Coaches and Service Providers are prohibited from attempting in any way to avoid paying the applicable subscription or transaction fees associated with their use of the Platform. Without limiting the generality of the forgoing, neither Coaches nor Service Providers may (i) list on the Platform any services to be performed and then arrange for such services to be provided and/or paid for outside of the Platform, or (ii) refer to, market or promote their personal websites, services, or other businesses outside of the Platform.

Indemnification.

Each Coach and Service Provider agrees to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to any claim by any Client arising in any way with any services provided by such Coach or Service Provider or any applicable Service Agreement.