

Terms of Use

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Welcome to the website of **TrulyUs LLC.**, a Virginia limited liability company ("TrulyUs"). TrulyUs is sometimes referred to herein as "we," "us," "our," "TrulyUs" or "Company". These Terms of Use (these "Terms") govern your access to and use of www.trulyus.com and www.trulyus.app and www.trulyus.ai, other Internet sites and applications on which these Terms are posted, TrulyUs's web products, web applications, software, systems, and related products and services accessed through the foregoing (collectively, the "System"). "You" refers to the person accessing or using the System and the business entity or organization on whose behalf that person accesses or uses the System. Certain features of the System may be subject to additional terms, guidelines, customer agreements, order forms, or policies. Those additional terms are incorporated by reference, and if there is a conflict, the applicable written customer agreement or order form controls over these Terms for the conflicting subject matter.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS THAT GOVERN YOUR USE, AND/OR VISITATION, OF THE SYSTEM. BY ACCESSING OR USING THE SYSTEM OR OTHERWISE INDICATING YOUR ACCEPTANCE (OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU) YOU ARE ACCEPTING THESE TERMS AND OUR PRIVACY POLICY, FOUND AT www.trulyus.com/faq, INCORPORATED HEREIN BY REFERENCE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU (1) HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND (2) YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT WANT TO AGREE TO THESE TERMS OR THE PRIVACY POLICY, OR IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SYSTEM.

THE SYSTEM IS INTENDED FOR GENERAL-AUDIENCE CONSUMERS. YOU FURTHER REPRESENT AND WARRANT THAT (1) YOU ARE AT LEAST 18 YEARS OF AGE; (2) YOU ARE NOT REQUIRED TO REGISTER AS A SEX OFFENDER WITH ANY GOVERNMENT ENTITY; (3) YOU HAVE NOT BEEN CONVICTED OF OR PLED NO CONTEST TO A FELONY, A SEX CRIME, OR A CRIME INVOLVING VIOLENCE, UNLESS APPLICABLE LAW PERMITS YOU TO REPRESENT OTHERWISE; AND (4) YOU WILL COMPLY WITH THESE TERMS AND ALL APPLICABLE LAWS. THE SYSTEM IS NOT DIRECTED TO INDIVIDUALS UNDER THE AGE OF 18, AND TRULYUS DOES NOT KNOWINGLY COLLECT INFORMATION FROM MINORS. IF WE LEARN THAT WE HAVE COLLECTED INFORMATION FROM A PERSON UNDER 18, WE WILL TAKE STEPS TO DELETE SUCH INFORMATION AND TERMINATE THE ASSOCIATED ACCOUNT. ALL ACCOUNTS MUST BE CREATED AND USED BY AN ADULT.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SEE BELOW IN THE DISPUTE RESOLUTION SECTION) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT AS DESCRIBED IN THE "DISPUTE RESOLUTION" SECTION BELOW: (1) YOU MAY PURSUE CLAIMS AND SEEK RELIEF AGAINST US ONLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

TrulyUs may modify these Terms at any time by updating this posting. Changes apply prospectively after they are posted, unless a different effective date is stated or a separate customer agreement provides otherwise. Your continued use of the System after changes become effective indicates your acceptance of the updated Terms. You should review these Terms periodically for updates.

Your Content; Member Content

As part of joining TrulyUs, members must agree to the TrulyUs Five Promises and other community standards relating to honesty, clarity of intentions, respectful communication, personal accountability, and appropriate treatment of other members. Members must also execute a Creator Image, Likeness, and Content Consent Agreement that governs the use of images, likeness, and other content that they upload to or generate through the System.

The System allows members to submit, upload, generate, or otherwise make available profile information, photographs, videos, messages, and other materials (collectively, "Your Content"). Your Content that you include in your profile (such as photographs, profile information, and preferences) will be visible to other members, as determined by your privacy and visibility settings. Messages you send to other members are visible only to the sender and recipient(s), except as described in our Privacy Policy (for example, safety and moderation review) or as necessary to investigate an Incident Report or a suspected violation of these Terms. You may not display any personal contact, banking or peer-to-peer payment information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card, peer-to-peer payment user name, or other banking details).

You are responsible for Your Content that you generate using our services and tools of the System, including its legality, reliability, and appropriateness. By generating and submitting Your Content to the System, you grant us a limited license to host, display, transmit, and process Your Content solely to operate, provide, secure, and improve the Service, including displaying your profile to other members, facilitating matching and messaging, and performing safety and moderation review. We will not use Your Content for third-party advertising or sell Your Content to third parties without your consent. You retain any and all of your rights to Your Content you create, submit, or display on or through the System and you are responsible for protecting those rights. You represent and warrant that: (i) Your Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the submission of Your Content on or through the System does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

If you remove Your Content, delete your account or if your subscriptions are terminated, we will be permitted to use and retain a copy, including archives, of Your Content, confidential information or any information that is related to your account (including Your Content and personal information) for business purposes related to these Terms and to the extent necessary to meet our legal and compliance obligations (including audit and anti-fraud purposes).

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time at our sole discretion. If Your Content is prohibited under the laws of any jurisdiction where the System is available, we may remove it even if it is not illegal in your location. Furthermore, you understand and agree that we have no obligation to display or review Your Content.

Without limiting the foregoing, you grant TrulyUs a worldwide, royalty-free, non-exclusive license to use de-identified, anonymized, or aggregated derivatives of Your Content to develop, train, validate, and improve TrulyUs's safety, moderation, and matching features. You represent and warrant that you have all rights, consents, notices, and authority necessary to grant this license. TrulyUs will not use this license to publicly identify you as the source of Your Content except as authorized by you, or an applicable customer agreement.

Other users will also share content on our Site (“Member Content”). Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user. You should always carefully review and independently verify Member Content for accuracy. Other users may use tools to generate or enhance content based on the Member Content they provide. Member Content may include biased, incorrect, harmful, offensive, or misleading information. Other users are responsible for their Member Content, as well as any and all decisions made, actions taken, and failures to take action based on their use of Member Content.

You do not have any rights in relation to Member Content, and, unless expressly authorized by us, you may only use Member Content to the extent that your use is consistent with our Site’s purpose of allowing you to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

Our Content

Any content contained on Site not included in Your Content or Member Content, such as text, graphics, images, audio, videos and other material, as well as the domain names, tagline, organization and user look and feel (collectively, “Our Content”, and together with Your Content and Member Content, the “Content”), is protected by copyright, trademark and other such laws in the United States and foreign countries, and is owned or controlled by TrulyUs or by third parties that have licensed their content to TrulyUs. By using the System, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the System and its content are owned by TrulyUs. The Company name, the terms TrulyUs LLC. and TrulyUs, the Company logo, and all related names, terms, logos, product and service names, designs, and slogans are trademarks of TrulyUs or its affiliates or licensors. You must not use such marks without the prior written permission of TrulyUs. You may not reproduce, copy, distribute, or commercially use TrulyUs trademarks, logos, the design of the TrulyUs passport (the “Passport”), trust indicators, or related branding without our prior written permission. There are no implied licenses granted under these Terms unless expressly stated in these Terms. Unauthorized use of Our Content may violate copyright, trademark, and other laws. Where the System is configured to enable the download of Our Content, you may download Our Content for your internal purposes, provided that (a) you retain all copyright and other proprietary notices contained in Our Content, (b) you may not sell or modify Our Content or reproduce, display, publicly perform, distribute, or otherwise use Our Content in any way for any public or commercial purpose other than for your internal business purposes without the prior written permission of TrulyUs, and (c) you may not use Our Content in a manner that suggests an association with any of our products, services or brands.

You may not, without the prior written permission of TrulyUs, “mirror” on any other server any material contained on the System. The use of Our Content on any other website or in a networked computer environment for any purpose is prohibited, without the express written permission of TrulyUs. The trademarks, logos and service marks (the “Marks”) displayed on the System are owned by TrulyUs or third parties. You are prohibited from use of those Marks without the express, written permission of TrulyUs or such third party.

In the event that we offer downloads of software on the System and you download such software, the software, including without limitation any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “Software”) is licensed to you by us or third-party licensors for your internal business purposes. We do not transfer title to the Software to you. You may

not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form. UNLESS OTHERWISE SPECIFICALLY AND EXPRESSLY STATED ELSEWHERE, TRULYUS HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED OR STATUTORY.

TO THE FULLEST EXTENT PERMITTED BY LAW, TRULYUS SHALL NOT BE LIABLE FOR (1) ANY INACCURACY, ERROR IN OR FAILURE OF THE SOFTWARE; (2) ANY LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES) ARISING FROM ANY DOWNLOAD OR USE MADE OF THE SOFTWARE, OR OCCASIONED BY ANY SUCH INACCURACY, ERROR OR FAILURE OF THE SOFTWARE.

Third-Party Services and Identity Verification

You acknowledge and agree that certain features of the System are provided by or rely on third-party service providers, including identity verification services, payment processors, and app store platforms (collectively, "Third-Party Services"). Third-Party Services are provided subject to their own terms and privacy practices, and TrulyUs does not control and is not responsible for the acts or omissions of Third-Party Service providers.

Identity verification is performed by a third-party provider as part of the TrulyUs Passport process. TrulyUs does not retain copies of your government identification documents beyond what is necessary for identity verification, fraud prevention, legal compliance, or security purposes, and in no case longer than necessary for those purposes. Only one verified Passport account is permitted per individual; creating or attempting to create duplicate or deceptive Passport accounts may result in suspension or termination of all associated accounts. Identity verification may involve the collection of biometric identifiers or biometric information (such as facial geometry derived from your selfie), as described in our Privacy Policy. By completing identity verification, you consent to the collection, use, and storage of this information as described in the Privacy Policy, to the extent consent is required by applicable law.

Location Data and Matching

The System uses location information (such as your ZIP code or device-based location, where enabled) to help identify and display potentially compatible members near you and to support Passport verification and safety features, as described in our Privacy Policy. Distance, location, and area information shown to other members is approximate and may not reflect your precise or real-time location. TrulyUs does not guarantee the accuracy of any member's stated or displayed location, and you should not rely on displayed distance or location information when deciding whether to meet another member in person. You are responsible for managing your device's and account's location-sharing settings.

Use and Content Restrictions

TrulyUs is not responsible for the content of the System's users. You expressly understand and agree that you are solely responsible for the Content and for all activity that occurs under your account, whether done so by you or any third person using your account.

You may not generate or transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Violating the privacy of any third person.
- False information and features.
- Sexually exploiting or endangering a minor in any way, including uploading or sharing child sexual abuse material; any such content will be removed and reported to the National Center for Missing & Exploited Children (NCMEC) and/or law enforcement as required by law, and the associated account(s) will be permanently terminated.
- Users are strictly prohibited from uploading, posting, transmitting, sharing, or displaying any adult-oriented, sexually explicit, or pornographic content, or any content containing nudity, whether depicting themselves or another person. This prohibition applies to all areas of the System, including member profiles, photographs, videos, private messages, and other user-generated content, regardless of whether the individuals depicted or receiving such content have consented.
- Facilitating, promoting, or engaging in human trafficking or the exploitation of any person for forced labor or commercial sex, in any way. TrulyUs has zero tolerance for human trafficking; any suspected instance will be reported to the National Human Trafficking Hotline and/or law enforcement as required by law, and the associated account(s) will be permanently terminated.

In addition, when using the System or interacting with other members, you agree that you will not:

- Misrepresent your identity, age, marital or relationship status, or intentions.
- Create more than one account, or create a new account if TrulyUs has previously suspended or terminated your account or revoked your Passport.
- Use the System to solicit money, gifts, cryptocurrency, or financial or account information from other members.
- Offer or solicit compensated dating, escort services, or commercial sexual services.
- Contact or attempt to contact another member after being asked to stop or after being blocked.
- Use the System if you are required to register as a sex offender under any federal, state, or local law.
- Share sexually explicit images of another person without that person's consent.
- Attempt to circumvent the Passport verification process, the Incident Report process, or any suspension or ban.
- Use the System to promote or coordinate discriminatory, hateful, or violent conduct.

Without limiting the foregoing, you also agree that you will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble, attempt to derive the source code of, or attempt to extract the training data, model weights or parameters of, any artificial-intelligence or machine-learning model or component of the System; (ii) use the System, any Content, or any output of the System to develop, train or improve any product, model, service or dataset that competes with TrulyUs or the System; or (iii) use scraping, crawling, bots, or automated tools to access the System, any Content, or any output of the System without our prior written permission.

TrulyUs reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content or use of app is appropriate and complies with this Terms, refuse or remove this Content. TrulyUs further reserves the right to make formatting and edits and change the manner any Content. TrulyUs can also limit or revoke the use of the System if you post such objectionable Content. As TrulyUs cannot control all content posted by users and/or third parties on the System, you agree to use the System at your own risk. You understand that by using the System you may be exposed to content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will TrulyUs be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

You are responsible for all of your activity in connection with the System. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the System. You may not 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 other user of the System. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the System.

Safety; Interactions with Other Members; Assumption of Risk

Passport verification confirms that a member's identity documents and selfie reasonably match; it does not constitute a criminal background check and does not guarantee a member's character, honesty, intentions, safety, or compatibility with you. TrulyUs does not currently conduct criminal background checks on members, and no verification, moderation, or reporting process can eliminate the risk of interacting with other people, online or in person.

You are solely responsible for your interactions with other members, whether conducted through the System or in person. We encourage you to: meet in a public place for initial in-person meetings; tell a friend or family member where you are going and who you are meeting; avoid sharing financial information, passwords, or other sensitive personal information with other members; and trust your judgment and leave any situation that makes you uncomfortable. TrulyUs is not responsible for the conduct of any member, whether online or offline, and disclaims all liability for any injury, loss, or damage arising from your interactions with other members.

Incident Reports; Reporting, Blocking, and Enforcement

If you believe another member has violated these Terms, our community standards, or engaged in inappropriate, unsafe, or unlawful conduct, you may raise a concern by submitting an Incident Report or use the in-app reporting and blocking tools. We use a combination of automated tools and human reviewers to enforce our content rules. When you submit an Incident Report, TrulyUs may use automated

tools to help organize or summarize an Incident Report and any response, but final review and enforcement decisions are made by human reviewers.

TrulyUs may take any of the following actions in response to a violation of these Terms, in its sole discretion: issue a warning, restrict features, suspend an account, list violations of these Terms on your Passport, revoke Passport status, remove Content, or permanently terminate an account. You may block another member at any time, which will prevent that member from viewing your profile or contacting you. TrulyUs may cooperate with law enforcement and disclose information in response to a valid legal request, or where we believe in good faith that doing so is necessary to protect the safety of a member or the public.

Artificial Intelligence

Certain features of the System may be supported by artificial intelligence (“AI”), including moderation support, Incident Report summarization, conversation assistance, profile guidance, and similar features. AI is used as an assistive tool only — it does not make final enforcement, verification, or account decisions. AI-generated outputs may be inaccurate, incomplete, or inappropriate and should be reviewed with independent judgment. You remain responsible for any Content you create, send, or act upon, including Content or suggestions generated with the assistance of AI tools. AI-generated content or suggestions are not legal, medical, psychological, or safety advice.

Accounts

In order to use the System, you must create an account. You agree to provide, maintain and update true, accurate, current, and complete information about yourself as prompted by our registration processes (the “Registration Data”). You represent and warrant that (a) all required registration information you submit is truthful, accurate, current and complete; (b) you will maintain the accuracy of such information. You agree that all information you provide to register with the System or otherwise, including, but not limited to, through the use of any interactive features on the System, is governed by our Privacy Policy at www.trulyus.com/faq, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s username, password or other account information, or another person’s name, likeness, voice, image or photograph. You are responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under your account. You also agree to notify us promptly at info@trulyus.com of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the System. TrulyUs cannot and will not be liable for any damages, losses, costs, expenses, or liabilities arising from your failure to comply with the above requirements.

You may delete your account at any time, for any reason, directly within the app or by following the instructions on the System. We may suspend or terminate your account and your ability to use the System or portion thereof for failure to comply with these Terms or any special terms related to a particular service.

Electronic Communications; SMS and Push Notifications

By creating an account, you consent to receive electronic communications from TrulyUs, including by email, push notification, and text message (SMS/MMS), at the email address and phone number you provide. These communications may include account verification codes, match and message alerts, safety and security notices, and other communications relating to your use of the System. Message and data rates may apply, and message frequency may vary.

You may opt out of promotional or marketing text messages at any time by replying "STOP" to any such message or by adjusting your notification settings in the app. You may continue to receive transactional and account-related messages — such as verification codes and safety notices — that are necessary to operate your account and cannot be turned off while your account remains active. Consent to receive text messages is not a condition of using the System, except that certain features (such as Passport verification) may require a valid phone number to operate. TrulyUs does not sell or share your phone number or email with third parties for their own marketing purposes.

Subscriptions and Purchases

TrulyUs offers the following paid product and service:

- TrulyUs Dating Platform Subscription and TrulyUs Passport: a recurring subscription that provides access to profile creation, matching, and messaging features on the dating platform, which includes the TrulyUs Passport.

By subscribing to the dating platform, you agree to pay all fees and applicable taxes disclosed to you at the time of purchase. Subscriptions automatically renew for successive periods at the then-current price unless you cancel before the end of the current billing period. You may cancel your subscription at any time through your account settings or, if you subscribed through an app store, through that app store's subscription management tools; cancellation takes effect at the end of the current billing period, and you will not receive a prorated refund for the unused portion of that period unless required by law.

Purchases, including subscription payments and any other payments through the System, are generally non-refundable except: (a) where required by applicable law, including state laws providing a short right of cancellation for certain subscribers shortly after purchase; or (b) as TrulyUs may approve in its discretion. If you believe you were charged in error, please contact us and we will review the matter. If you purchased through the Apple App Store or Google Play, refunds are handled by Apple or Google under their respective policies, and TrulyUs cannot directly issue a refund for those purchases.

We may change our fees or introduce new fees for the System. We will provide advance notice before any fee change takes effect for your then-current subscription term.

TrulyUs's Liability

TrulyUs makes no representations or warranties about the accuracy, reliability, completeness, or timeliness of the Content or about the results to be obtained from using the System and the Content. Any use of the System and the Content is at your own risk. Changes are periodically made to Site and may be made at any time. TrulyUs further reserves the right to modify, suspend, or discontinue any service or feature of the System (including any changes to or removal of Content) at any time with or without notice to you, and TrulyUs shall not be liable to you or to any third party should it exercise such rights. Some Content on the System may be provided by third parties, and TrulyUs will not be held responsible for any such Content provided by third parties. Without limiting the foregoing, TrulyUs does not control and is

not responsible for the conduct of any member, whether online or offline, and disclaims all liability for injury, loss, or damage arising from your interactions with, or reliance on the profile information provided by, other members.

The Content on this website is for convenience and information purposes only. Any information herein is not intended nor does it constitute financial, tax, legal or other advice. You should consult your financial and legal advisors, and independently verify all Content provided through this website before you make decisions. The use of this website and the online services is entirely at your own risk. You assume full responsibility for the risk or loss resulting from your use of this site and your reliance on the material and information contained on it.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the System 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. TRULYUS DOES NOT WARRANT THAT THE SYSTEM WILL OPERATE ERROR-FREE OR THAT THE SYSTEM OR THE RELATED SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL GOODS. IF YOUR USE OF THE SYSTEM OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR LOSS OF PROFITS OR DATA, TRULYUS WILL NOT BE RESPONSIBLE FOR THOSE COSTS. TO THE FULLEST EXTENT PROVIDED BY LAW, 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 INFECTION YOUR, OR ANY END USER'S, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SYSTEM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SYSTEM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SYSTEM, ITS CONTENT, AND ANY PRODUCTS, SERVICES OR ITEMS OBTAINED THROUGH THE SYSTEM IS AT YOUR OWN RISK. THE SYSTEM, ITS CONTENT, AND ANY PRODUCTS, SERVICES OR ITEMS OBTAINED THROUGH THE SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TRULYUS NOR ANY PERSON ASSOCIATED WITH TRULYUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SYSTEM, OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE SYSTEM. TO THE FULLEST EXTENT PROVIDED BY LAW, TRULYUS 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. WITHOUT LIMITING THE FOREGOING, NEITHER TRULYUS NOR ANYONE ASSOCIATED WITH TRULYUS REPRESENTS OR WARRANTS THAT THE SYSTEM, ITS CONTENT, OR ANY PRODUCTS, SERVICES OR ITEMS OBTAINED THROUGH THE SYSTEM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SYSTEM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SYSTEM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TRULYUS SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION OR DATA SUBMITTED BY YOU TO A TRULYUS SITE IN CONNECTION WITH ANY SERVICE OR FEATURE OF THE SYSTEM, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION OR DATA IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE TRULYUS FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

TRULYUS IS NOT RESPONSIBLE FOR ANY DATA CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF ANY SERVICE OR FEATURE OF THE SYSTEM.

Disclaimer of Certain Damages and Limitation on Liability

Your use of the System is at your own risk. If you are dissatisfied with any Content, feature, service, or these Terms, your sole remedy is to discontinue use of the System, except to the extent an applicable customer agreement provides a different remedy. IN NO EVENT WILL TRULYUS OR ANY THIRD PARTIES MENTIONED ON THE SYSTEM BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SYSTEM OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF TRULYUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EXCEPT TO THE EXTENT A SEPARATE CUSTOMER AGREEMENT STATES OTHERWISE, TRULYUS TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SYSTEM OR THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID TO TRULYUS FOR THE SYSTEM DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

Links to Other Sites

The System may contain links to third-party websites that are maintained by others. Any such links are provided solely as a convenience to you and not as an endorsement by TrulyUs of the contents on such third-party websites. TrulyUs is not responsible for the content of linked third-party sites and does not make any representations or warranties regarding the content or accuracy of materials on such third-party websites or the privacy practices of such third parties. If you decide to access linked third-party websites, you do so at your own risk.

Third-party Applications

On the System, you might have an opportunity to download applications that were developed by third parties. TrulyUs is not responsible for and makes no representations or warranties regarding the content or functionality of these third-party applications or the privacy practices of such third-party developers. If you decide to download and use any of these third-party applications, then you do so at your own risk. TrulyUs recommends that you seek specialist advice before using or relying on certain tools.

Release

You hereby release and forever discharge TrulyUs (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the System (including any interactions with, or act or omission of, other Site users or any third-party websites, links and ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Indemnity

By using the System, you agree, to the extent permitted by law, to defend, indemnify, and hold TrulyUs and its officers, directors, employees, and agents harmless from and against any third-party claim, action, demand, damages, liabilities, losses, costs, and expenses, including reasonable attorney’s fees, arising out of or relating to (a) your use of the System, (b) your violation of these Terms, (c) your violation of applicable law, (d) your violation of any rights of a third party, or (e) your interactions with other members, whether online or offline. This indemnity is subject to any contrary allocation of responsibility in an applicable customer agreement.

Export Control

The United States and certain other countries control the export of products and information. You agree to comply with such restrictions and not to export or re-export the Content to countries or persons prohibited under export control laws. By downloading the Content, you are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S. Commerce Department’s Table of Denial Orders or the U.S. Treasury Department’s list of Specially Designated Nationals. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the Content.

Copyright Policy

TrulyUs respects the intellectual property rights of others. It is TrulyUs’s policy, at its discretion and when appropriate, to terminate the accounts of users who may infringe or repeatedly infringe the copyrights of third parties.

To submit a copyright infringement notification to TrulyUs relating to the System, including but not limited to user submissions or Content, please submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) or, as applicable, other laws, by providing the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your notification may not be valid. Please see 17 U.S.C. § 512 for more information regarding the DMCA and DMCA notifications.

Our agent to receive notification of claimed copyright infringement can be reached via email at: info@trulyus.com

Dispute Resolution; Governing Law; Venue

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT IS PART OF YOUR CONTRACT WITH TRULYUS AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by TrulyUs that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this arbitration agreement (this "Arbitration Agreement"). Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and TrulyUs, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to TrulyUs should be sent to:

TrulyUs LLC.
Attn: OFFICE OF THE CEO
2424 MILL ROAD, ALEXANDRIA, VIRGINIA 22314
info@trulyus.com

After the Notice is received, you and TrulyUs may attempt to resolve the claim or dispute informally. If you and TrulyUs do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("Arbitration Rules") governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be

conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in the State of Delaware, unless the parties agree otherwise. If you reside outside of Delaware, the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If you or TrulyUs pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and TrulyUs, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and TrulyUs.

Waiver of Jury Trial. **THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY**, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and TrulyUs in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU AND TRULYUS WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.**

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement, including the rights set forth in this Arbitration Agreement as they apply to the party asserting the claim.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with TrulyUs.

Small Claims Court. Notwithstanding the foregoing, either you or TrulyUs may bring an individual action in small claims court.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

Governing Law and Jurisdiction. All legal issues arising from or related to your use of the System and these Terms shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts entered into and performed within the State of Delaware. Solely in the event that the foregoing Arbitration Agreement permits the parties to litigate in court (a) the parties hereby agree that all matters relating to the System and these Terms, 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 Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) and (b) any legal suit, action, or proceeding arising out of, or related to, these Terms or the System shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms 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.

Venue and Forum Waiver. To the fullest extent permitted by law, you hereby waive any objection which you may now or hereafter have to an inconvenient venue and/or forum by way of arbitral proceeding in the state of Delaware. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; and (c) you are not accessing the System from the U.S., you hereby agree that any dispute, claim, or cause of action arising from these Terms or your use of the System shall be governed by the applicable law set forth above, without regard to any conflict of law provisions.

You may opt out of the agreement to arbitrate and the class-action waiver in this Section by sending written notice of your decision to opt out to info@trulyus.com within thirty (30) days after the date you

first become subject to this arbitration provision (or, for any amendment that materially affects this Section, within thirty (30) days after that amendment takes effect). Your notice must include your name, the email address associated with your TrulyUs account, and a clear statement that you wish to opt out of arbitration. If you timely opt out, neither you nor TrulyUs will be required to arbitrate disputes between us, but all other provisions of these Terms, including the informal-resolution requirement and the governing-law and venue provisions above, will continue to apply, and any dispute that is not resolved informally will be resolved in the state or federal courts located in Delaware as described above.

Specifically excluded from application to these Terms is the United Nations Convention on Contracts for the International Sale of Goods.

General

These Terms, together with our Privacy Policy and any additional terms incorporated by reference, constitute the agreement between you and TrulyUs regarding use of the System, except to the extent you or your organization has entered into a separate written customer agreement with TrulyUs. If a separate written customer agreement applies, that agreement controls over these Terms for any conflicting subject matter. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver. Section titles are for convenience only. The word "including" means "including without limitation". If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in effect and the invalid or unenforceable provision will be modified to the maximum extent permitted by law. You may not assign or transfer these Terms without TrulyUs's prior written consent; any attempted assignment in violation of this sentence is void. TrulyUs may assign these Terms. These Terms bind permitted assignees.

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In the event of a complaint, or to request further information, the provider may be contacted in writing at 2424 Mill Road Alexandria, Virginia 22314 USA or by email at info@trulyus.com.