

## **TERMS OF SERVICE- O2 HOLDINGS, LLC**

Thanks for using our products and services (“Services”). The Services are provided by O2 Holdings, LLC (“Company”), a Wisconsin limited liability company located in La Crosse, Wisconsin.

By using our Services, you are agreeing to these terms. Please read them carefully.

### **Age Requirement**

**THIS SOFTWARE IS ONLY INTENDED FOR USERS WHO ARE OVER 13 YEARS OF AGE. IT IS A VIOLATION OF OUR TERMS OF SERVICE TO DOWNLOAD THE SOFTWARE APPLICATION ONTO PHONES OWNED BY MINORS YOUNGER THAN 13 YEARS OF AGE (“MINORS”). MINORS ARE ALSO NOT ALLOWED TO USE THE APPLICATION UNLESS THEY ARE UNDER THE DIRECT SUPERVISION OF THEIR PARENT OR LEGAL REPRESENTATIVE. THE COMPANY WILL IMMEDIATELY DEACTIVATE ACCOUNTS THAT VIOLATE OUR AGE REQUIREMENT. IN ADDITION, THE LICENSEE MUST PAY O2 HOLDINGS A \$100 FEE FOR VIOLATING THIS POLICY.**

### **Using our Services**

You must follow any policies made available to you within the Services.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don’t assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Our services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

You may need a Company Account in order to use some of our Services. You may create your own Account, or your Account may be assigned to you by the administrator in charge of the fundraising campaign (“Administrator”). If you are using an Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account. The administrator is responsible for providing the account holder with any additional terms being imposed onto the account.

To protect your Account, keep your password confidential. You are responsible for the activity that happens on or through your Account. Try not to reuse your Account password on third-party applications.

## **Privacy**

O2 Holdings’ privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that O2 Holdings can use any data provided by the user in accordance with our privacy policies.

OUR SERVICES DISPLAY SOME CONTENT THAT IS NOT OUR OWN. CURRENTLY, OUR COMPANY UTILIZES SOFTWARE FROM THIRD-PARTY PROVIDERS SUCH AS APPLE, GOOGLE, FAMILY WATCHDOG, AND GODADDY. WE WILL DO OUR BEST TO DISCLOSE ALL OTHER THIRD-PARTY PROVIDERS WHO MAY HAVE ACCESS TO THE PERSONAL INFORMATION THAT OUR USERS HAVE INPUTTED INTO THE SOFTWARE (“USERS’ PERSONAL INFORMATION”). IF WE INADVERTENTLY FAIL TO NOTIFY OUR USERS ABOUT A THIRD-PARTY PROVIDER WHO TO OUR USERS’ PERSONAL INFORMATION THEN WE WILL PROMPTLY MAKE THE PROPER DISCLOSURES AS SOON AS WE UNCOVER THE ERROR.

ANY CONTENT PROVIDED BY THIRD-PARTY PROVIDERS IS THE SOLE RESPONSIBILITY OF THE ENTITY THAT MAKES THEM AVAILABLE.

## **Your Content in our Services**

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours. O2 Holdings will make every attempt to save the data inputted by users, but O2 Holdings cannot guarantee that the data inputted by users will remain on our system for longer than two years after it was initially entered into our software.

When you upload, submit, store, send or receive content to or through our Services, you give O2 Holdings (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our

Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

Our automated systems may analyze your content to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

If you have an Account, we may display your Profile name, Profile photo, and actions you take or on third-party applications connected to your Account (such as +1's, reviews you write and comments you post) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your Account.

## **About Software in our Services**

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

## **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. O2 Holdings may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

## **Our Warranties and Disclaimers**

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER O2 HOLDINGS NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC

FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES “AS IS”.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

### **Liability for our Services**

WHEN PERMITTED BY LAW, O2 HOLDINGS AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF O2 HOLDINGS, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, O2 HOLDINGS, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

### **Business or Non-profit use of our Services**

If you are using our Services on behalf of a business or non-profit entity, that entity accepts these terms. It will hold harmless and indemnify O2 HOLDINGS and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees.

### **About these Terms**

WE MAY MODIFY THESE TERMS OR ANY ADDITIONAL TERMS THAT APPLY TO A SERVICE TO, FOR EXAMPLE, REFLECT CHANGES TO THE LAW OR CHANGES TO OUR SERVICES. YOU SHOULD LOOK AT THE TERMS REGULARLY. WE’LL POST NOTICE OF MODIFICATIONS TO THESE TERMS ON THIS PAGE. WE’LL POST NOTICE OF MODIFIED ADDITIONAL TERMS IN THE APPLICABLE SERVICE. CHANGES WILL NOT APPLY RETROACTIVELY AND WILL BECOME EFFECTIVE NO SOONER THAN FOURTEEN DAYS AFTER THEY ARE POSTED. HOWEVER, CHANGES ADDRESSING NEW FUNCTIONS FOR A SERVICE OR CHANGES MADE FOR LEGAL REASONS WILL BE EFFECTIVE IMMEDIATELY. IF YOU DO NOT AGREE TO THE MODIFIED TERMS FOR A SERVICE, YOU SHOULD DISCONTINUE YOUR USE OF THAT SERVICE.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between O2 Holdings and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

#### **CHOICE OF LAW**

THE LAWS OF THE STATE OF WISCONSIN, U.S.A. WILL APPLY TO ANY DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF LA CROSSE COUNTY, WISCONSIN, USA AND YOU AND O2 HOLDINGS CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.