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- b. Create or maintain any link from another site to any page on MCC without our prior written permission;
- c. Frame or display MCC (or any information or data on MCC) on another site, application, or location, without our prior written permission;
- d. Gain access, or attempt to gain access, to any portion of MCC, or to any systems or networks connected to MCC, by hacking, password mining, or any other illegitimate or unlawful means;
- e. Use any scraping, robot, spider, site search application, or other automatic device, program, or methodology, or any similar or equivalent manual process, to access, copy, retrieve, monitor, mirror, reproduce or index MCC or any portion of MCC;
- f. Collect any information or data regarding users of MCC, personal information, email addresses, or accounts;
- g. Create or transmit unsolicited electronic communications, such as spam, use any device, software or routine to interfere or attempt to interfere with the proper working of MCC;
- h. Transmit or upload to MCC any item containing or embodying any virus, worm, defect, trojan horse, software bomb or other harmful or malicious code or feature that does or could interfere with, damage or degrade in any manner the performance or security of MCC or adversely affect a user;
- i. Take any action that imposes, in our sole discretion, an unreasonable or disproportionately large load on MCC or the IT infrastructure used to operate MCC;
- j. Scan or test the vulnerability of MCC or any network connected to MCC without our prior written permission; and
- k. Access or use MCC in any manner which would violate any applicable local, state, federal, or international law (including any laws regarding the export of data or software to and from the United States or other countries).

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7. Limitations of Liability. Except where prohibited by law, we do not assume any responsibility, and shall not be liable for any damages to, or viruses or other harmful or malicious code that may infect or affect, your computer, device, equipment or other property, caused by or arising from (i) your access to or use of, MCC, or (ii) a linked third party site. We will not be liable for any loss or damage arising from the unlawful, malicious, negligent or wrongful conduct of third parties.

IN NO EVENT WILL DUO OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SHAREHOLDERS, BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, ACCESS, OR THE RESULTS OF USE OF MCC, ANY SITES LINKED TO MCC, OR THE INFORMATION, DATA OR SERVICES CONTAINED IN ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING OUR NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY PROBLEM WITH MCC, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING MCC.

8. Indemnity. You agree to defend, indemnify and hold Duo and its respective officers, directors, employees, agents and shareholders, harmless from and against any losses, costs, expenses or damages of any nature whatsoever, including attorneys' fees and court costs, arising from any claim, cause of action, suit or demand of any third party due to, arising out of or relating to your breach of these Terms.

9. Disputes, Choice of Law, and Jurisdiction. These Terms shall be governed by the laws of the State of Ohio, without regard to any conflict of laws principles. Any dispute relating in any way to your visit to or interaction with MCC, including compliance with these Terms, shall be submitted to binding confidential arbitration in Cleveland, Ohio. Arbitration under these Terms shall be conducted under the prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. Any dispute resolution proceedings relating to these Terms will be conducted only on an individual basis and not as a class, consolidated, joined or representative action and the parties expressly waive all rights to commence or participate in any class, consolidated or representative action/proceeding. You agree that MCC's agreement to arbitrate claims constitutes consideration for such waiver. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in the state or federal courts residing in the State of Ohio, and you consent to exclusive personal jurisdiction and venue in such courts. In the event, for any reason, arbitration is not permitted by applicable law, the parties waive all rights to commence or participate in any class action, consolidated, representative or class proceedings.

10. Waiver. No waiver by Duo of any term or condition set forth in these Terms shall be deemed a waiver of any other term or condition, and any failure of Duo to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

11. Severability. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum

extent such that the remaining provisions of these Terms will continue in full force and effect.

12. Revisions to these Terms. We may revise these Terms at any time updating this posting, and such revisions shall be effective immediately upon being posted to MCC. Any changes to the dispute resolution provisions set forth above will not apply to any disputes for which the parties have actual notice prior to the date the modification in Terms is posted on MCC. It is your responsibility to visit this page when using MCC to review the current Terms, as they are binding on you. Your continued use of MCC after any modifications indicates your acceptance of these Terms, as modified. The "**Effective Date**" below sets forth the date these Terms were last updated.

13. Termination. MCC may suspend or terminate your use/access of MCC at any time, for any reason, or for no reason. We reserve the right to change, suspend, or discontinue all or any aspect of MCC at any time without notice.

14. Entire Agreement. These Terms and our Privacy Policy constitute the sole and entire agreement between you and Duo with respect to MCC and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to MCC.

15. Additional Assistance. If you do not understand any of the foregoing Terms or if you have any questions or comments, we invite you to email us at info@mobilecaddycard.com.

Effective Date: 04/10/2015