

History Spots' End User License Agreement (EULA)

Effective Date: March 18, 2013

WHO WE ARE:

The History Spots mobile applications, software, design, servers, data, user input, content and associated Services (collectively "Software and Services" or "App") are owned and operated by History Spots, Inc. ("History Spots").

Our History Spots App can turn your road trip into an interactive learning adventure. We proudly invite you to download our History Spots App subject to this End User License Agreement ("Agreement"). History Spots provides mobile travel and educational entertainment applications for the smartphone, tablet and web markets. Our Software and Services were conceived, designed and made available to the public on the premise that everyone loves a good story, our goal is to make learning human history and natural history memorable, engaging and fun. The information about different locations you see displayed in our application comes from a variety of different sources including users of our system, public domain sources, materials under the GNU Free Documentation License, materials under the Creative Commons Attribution Share-Alike license and similar licenses. (Please see the license information below for more information about licenses).

Our History Spots App is either free to or paid, depending on the version selected by the end-user. Please be aware that while we work hard to create a great user experience, much of the information included in the App is from the public domain, or uploaded by other users. You use History Spots' Software and Services is purely for educational and entertainment purposes, and therefore at your own risk. We cannot guarantee accuracy of the data, locations, content, photos, videos or audio. If you are using this App in the car, please also be aware that the driver should never be involved in the use of App and that any passenger using the App should not to distract the driver for any reason. History Spots is not responsible for any personal, property or other loss, inconvenience or damage of any kind and as more fully set forth below.

THE LEGAL STUFF:

This Agreement was prepared in cooperation with History Spots by the Internet Law Attorneys at Traverse Legal, PLC found at www.TraverseLegal.com.

This Agreement sets forth the terms to which all persons who download the App, all users of the Software and Services and all website visitors to www.HistorySpots.com and www.StoryofWhere.com agree to be bound.

YOU HAVE A DUTY TO READ THIS AGREEMENT. YOUR DOWNLOADING AND/OR USE OF THE SOFTWARE AND SERVICES CONSTITUTES YOUR MANIFESTATION TO AND INTENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SOFTWARE AND SERVICES OR VISITING THE WEBSITES AND MUST

TERMINATE YOUR USE OF THE SOFTWARE AND SERVICES OR CEASE USE OF THE WEBSITES IMMEDIATELY.

Finally, by using any downloadable application to enable your use of the Software and Services, you are explicitly confirming your acceptance of the terms of the Agreement associated with the application provided at download or installation, or as may be updated from time to time.

This Agreement may be modified, replaced, or amended at any time. In the event History Spots modifies, replaces, or amends this Agreement, the Effective Date of this Agreement, located above, will change. You agree that any use of the Software and Services visits to these Websites after the modification of, replacement of, or amendment of this Agreement constitutes your manifestation of acceptance of the modification, replacement, or amendment.

Apple's Minimum Terms:

Apple has minimum terms that both the developer (History Spots) and you must agree as follows.

Acknowledgement: History Spots and you acknowledge that this EULA is exclusively between you and History Spots only, and not with Apple, and History Spots, not Apple, is solely responsible for the App under the terms herein. To the extent this EULA may be more restrictive or in conflict with the App Store Terms of Service, the App Store Terms of Service shall control.

Scope of License: The license granted to you as by History Spots is non-transferable as set forth herein and limited to any iPhone or iPod touch that the end-user owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service.

Maintenance and Support: Apple is in no way responsible for providing any maintenance and support services with respect to App. You and History Spots acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty: In the event of any failure of the Licensed Application to conform to any applicable warranty as set forth and limited herein, if any, you may notify Apple, and Apple will refund the purchase price for the App to you. You acknowledge that Apple has no warranty obligation whatsoever to you with respect to the App, to the maximum extent permitted by law.

Product Claims: History Spots, not Apple, is responsible for addressing any claims made by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This EULA may not limit liability beyond what is permitted by applicable law. However, this paragraph does not create any rights or claims beyond those, if any, that exist under the specific terms of this EULA or applicable law.

Intellectual Property Rights: You and History Spots acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple, is not in any way responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Legal Compliance: You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Developer Name and Address: Please see below for History Spots name and address, and the contact information (telephone number; E-mail address) to which your questions, complaints or claims with respect to the Licensed Application should be directed.

Third Party Beneficiary: History Spots and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon your acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.

Your Additional Warranties and Representations:

All users of the Software and Services and Visitors to the Websites warrant the following:

1. You have the right, power, and legal capacity to enter into this Agreement and to accept the rights, obligations, and duties granted under its terms. Persons under the age of thirteen (13) may not use or register for the Software and Services.
2. You agree to comply with the terms of this Agreement in good faith.
3. You will not use the Software and Services outside of the uses specifically provided for under this Agreement.
4. You will not use the Software and Services in any way that causes safety or health concerns, including any use during the operation of a vehicle, which distracts the driver or puts occupants of the vehicle or third parties at risk.
5. You will not use the Software and Services in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, national, state, provincial, and international laws, treaties, and regulations.
6. You understand that History Spots cannot guarantee preservation of records and may delete or modify information without notice at its sole discretion.
7. You will not make any derivative works of the Software and Services or delete or modify, in any way, any copyright, trademark, or other proprietary notices that appear on the Software and Services.

8. You will not post or upload any false, misleading, personal, or defamatory content.
9. You will not use, modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, mine, transmit, or sell the Software and Services in any form or by any means, in whole or in part, without the prior written consent of History Spots.
10. You will not distribute Trojan horses, viruses, malware, spyware, spam, pyramid schemes, chain letters, or any other harmful or unsolicited files or communications from, by or through the Software and Services.
11. You will not harvest, scrape, or otherwise collect information about users of the Software and Services.
12. You will not use the Software and Services to sell any products and services if you are not an approved advertiser or otherwise have the express written permission of History Spots.
13. You will not violate any license noted herein.

History Spots does not warrant or guarantee that compliance with this Agreement will be sufficient to comply with your obligations hereunder, under applicable law or with third party rights. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use Software and Services. Software and Services is operated world-wide and History Spots makes no representation that its Software and Services are appropriate, lawful, or available for use in other locations. History Spots does not offer Software and Services where prohibited by law.

We Are Happy to Grant You A Limited License To Our Materials:

Our Materials: The History Spots App and related materials, including but not limited to any text, names, marks, statistics, graphics, photos, images, sounds, music, videos, software, scripts and interactive features, as well as its associated data and services generated by us (“History Spots App”), is the property of, owned by and licensed through History Spots. History Spots grants you a limited, non-exclusive, royalty free, non-sublicensable, non-transferrable, and non-assignable license to install and use one copy of the History Spots App in executable object code form to be used on a single mobile or portable device for non-commercial, personal purposes.

For other materials displayed though or related to the History Spots App, we work hard to provide appropriate attribution as to both the source of the material and the relevant license attached to that material. If you have any questions concerning either Your use of copyrighted materials or our use, please contact us directly at legal@historyspots.com.

For User Generated Content You Access through the History Spots App: History Spots hereby grants you a limited, non-exclusive, royalty free, non-sublicensable, non-transferrable, and non-assignable license User Generated Content accessible through the History Sports App to be used on a single mobile or portable device for non-commercial, personal purposes.

For Public Domain Materials: History Spots compiles Public Domain information from a variety of sources and manipulates that data for use in the History Sports App (“Compiled Public Domain Data”). History Spots considers the Compiled Public Domain Data as copyright protected, trade secret and/or confidential information. All rights are reserved in Compiled Public Domain Data. History Spots hereby grants you a limited, non-exclusive, royalty free, non-sublicensable, non-transferrable, and non-assignable license in the non-compiled Public Domain Data accessible through the normal functionality of the History Sports App to be used on a single mobile or portable device for non-commercial, personal purposes.

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For Other Materials: We work hard to identify the source of information and materials provided to you through the History Spots App. For all other third-party materials and sources not identified above you agree to abide by the license of “Our Materials” or the third party license applicable to the materials. If you have any questions regarding the source of materials, or the license, which applies, you agree to contact us prior to using such materials and the fully understand the applicable license before any use of those materials.

You acknowledge and agree that you are prohibited from copying, making derivative works of, modifying, publicly performing, publicly displaying, streaming, exploiting, broadcasting, decompiling, adapting, distributing, reproducing, republishing, scraping, transmitting, selling, posting, or hacking the History Spots App, in whole or in part, without the prior written consent of History Spots.

You are hereby prohibited from using the trademarks, service marks, design marks, and logos of History Spots, or any colorable imitation thereof, or any mark not owned or licensed by you, including, without limitation History Spots words or the logo, as an indicator of source, as a part of a domain name, or in any way that is likely to cause confusion without the prior written consent of History Spots. The History Spots App is subject to all intellectual property laws, including but not limited to trademark, copyright,

patent and other privacy and proprietary laws. All trademarks, images, copyrights or rights of publicity displayed in connection with your use of the History Spots App are the property of their respective owners.

You are prohibited from using the History Spots App for any use not explicitly stated in this Agreement, absent separate written agreement signed by History Spots and you pursuant to a binding agreement. Such unauthorized uses may include:

1. Any use inconsistent with or in violation of this Agreement or any local, state, provincial, national, or international law, regulation, statute, ordinance, or treaty, including in any country embargoed by the United States;
2. Any commercial use, such as the resale or republication of the History Spots App;
3. Any modification of the History Spots App, including, but not limited to, translation into another computer language or the creation of derivative works from the History Spots App;
4. Any use of the History Spots App outside of its customary or intended purposes;
5. Any use of History Spots App to transmit any material that violates the rights of third parties, including but not limited to material that contains or constitutes intellectual property infringement, false advertising, invasion of privacy or defamation or is otherwise offensive;
6. Any use of the History Spots App to defraud, to impersonate, to harass, or to collect personal or personally identifiable information from users of the History Spots App without their knowledge or consent;
7. Any use of the History Spots App to participate in or promulgate gambling, ponzi schemes, pyramid schemes, chain letters, or unsolicited bulk or commercial emails (SPAM);
8. Any use of the History Spots App to cheat, exploit, or otherwise interfere with any lawful activity;
9. Any other activity that disrupts the History Spots App or its associated services, including, but not limited to, through hacking or denial of service attacks; or
10. Any creation of an Account after you have been removed by History Spots or previously banned.

Downloading Software and Account Registration:

Downloading the History Spots App is FREE. In order to download and/or use the Software and Services, you must provide certain information to register and create a profile. Your profile contains information provided by you, and History Spots does not endorse you or discriminate based upon any information provided by you or made available for population of your profile. Personal profile information will be used consistent with the Privacy Policy [\[include link\]](#).

Registered Users agree to provide History Spots with accurate, up to date, and complete information. Registered Users understand and agree that they have an ongoing duty to update their personal information if and when it changes.

Registered Users agree to keep their Accounts secure from unauthorized access. Registered Users further agree that they alone are responsible for their Registered Users Accounts, and Registered Users accept full responsibility for any and all use of their Registered Users Accounts, whether authorized or unauthorized. In the case of unauthorized access to an Registered Users Account, Registered Users agrees to contact History Spots immediately.

By creating an account, you agree that History Spots, and our designees and agents, may contact you by any available means, including, but not limited to, by email. You represent and warrant that you are not bound by or a party to any arrangement or agreement, whether contractual or otherwise, that would prohibit you from downloading or using the Software and Services.

You may appoint others to act as your agent to use the Software and Services. You understand and agree that any user that you authorize to have access to your Account has the capacity to contract and is your authorized legal agent. You agree to bear the ultimate responsibility for any access to your Account, whether authorized or unauthorized.

You expressly agree that you will not register more than one Account and that you will not use your Account to interfere with or disrupt a third party's enjoyment and use of the Software and Services. History Spots reserves the right to restrict access to, suspend, disable, or delete your Account at any time, in its sole discretion, and without prior warning. You are expressly prohibited from selling, leasing, lending, assigning, or otherwise transferring your Account.

You understand and agree that History Spots provides software and related services and takes no responsibility and cannot be held liable or responsible for transactions entered into by or between users of the Software and Services, whether with advertisers, through Accounts or otherwise. History Spots makes no representations or warranties as to the truth or falsity of any information submitted to the Software and Services or provided by a user of the Software and Services, the legality, quality, or safety of the services offered through the Software and Services. Though History Spots undertakes commercially reasonable efforts to verify the identity of its Software and Services users, you understand and agree that History Spots cannot be held liable for any user's failure to truthfully or accurately disclose their identity.

You understand and agree that History Spots will not be held liable for any user's failure to complete a transaction entered into through the Software and Services.

User Generated Content:

For Content You Add to the System: History Spots will provide you with the ability to submit user generated content to the Software and Services, which may include but is not limited to text, ratings, reviews, comments, photos, videos, audio, instructions and other content (collectively "User Generated

Content”). Except as otherwise licensed herein, you own all rights in and to your User Generated Content.

By submitting User Generated Content to the Software and Services, you grant History Spots a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use your User Generated Content for the customary and intended purposes of the Software and Services and any purpose related thereto, including, without limitation, to reproduce, prepare derivative works, distribute copies, perform, display, and use any of the User Generated Content. These purposes may include, but are not limited to, providing you or third parties with the Software and Services or its associated products and services, advertisers products and services and archiving and/or making backups of the Software and Services. You agree to waive all moral rights in and to your User Generated Content across the world, whether you have or have not asserted moral rights in or to your User Generated Content. By submitting User Generated Content to the Software and Services, you further agree to waive all rights of publicity or privacy with respect to the User Generated Content submitted.

You acknowledge and agree that you are solely responsible for any User Generated Content that you submit to the Software and Services. You warrant that you are the exclusive owner of all right, title, and interest in and to any User Generated Content that you submit to the Software and Services and that you have the right to license and/or convey all right, title, and interest in and to the User Generated Content free and clear of any and all claims, liens, or encumbrances. You warrant that any User Generated Content that you submit to the Software and Services will not violate the rights of third parties, including, but not limited to, trademark rights, copyright rights, and rights of publicity and privacy, or violate any applicable law, statute, ordinance, treaty, or regulation, whether local, state, provincial, national, or international.

History Spots may, at its sole discretion and without any obligation, remove or modify any User Generated Content from the History Spots App at any time for any or no reason.

Terms and Conditions of Third Parties:

You agree to comply with all terms and conditions of any third party whose software or services are used in conjunction with the History Spots App, including but not limited to any vendor which provides access and download services (i.e. iTunes), any network provider (i.e. AT&T, Verizon), any platform provider (i.e. iOS) or any hardware manufacturer (i.e. Apple iPhone).

Contests and Endorsements:

History Spots may, from time to time, conduct contests (hereinafter “Contest(s)”) through the Software and Services that may reward users in some way. Contests are void where prohibited by law or regulation, and by participating in Contests you warrant and agree that your participation in Contests will not violate any law, regulation, or statute. All international, federal, state, and local laws and regulations apply.

NO PURCHASE IS NECESSARY TO PARTICIPATE IN A CONTEST HELD THROUGH THE SOFTWARE AND SERVICES.

History Spots may, at its sole discretion, provide you with a Reward you for uploading your User Generated Content. By uploading your User Generated Content photographs, you warrant and agree that you will comply with all state and federal laws or regulations applicable to advertisements and endorsements, including but not limited to the FTC's false advertising regulations located at 16 CFR Part 255.

We Do Not Endorse Any Product or Service:

History Spots does allow advertisers to display advertisements within our Software and Services. However, History Spots does not endorse or recommend any commercial product, process, or service. The views and opinions of users, contributors, and others expressed on this Software and Services do not necessarily state or reflect those of History Spots and are not intended to be used for advertising or product endorsement purposes.

Copyright Policy:

The History Spots App and its contents are © 2013 History Spots, Inc.. All rights reserved, except as otherwise indicated herein.

History Spots will respond to specific notices of copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). History Spots may expeditiously remove copyright infringing materials from its History Spots App, regardless of History Spots' liability, upon receipt of a notice that complies with the terms of the Digital Millennium Copyright Act's § 512, located at 17 U.S.C. § 512(c)(3). History Spots, upon removal of any materials that are alleged to be infringing, will make a good faith attempt to notify the owner or uploader of the materials so that they may respond with a counter-notification under 17 U.S.C. § 512(g)(3).

If you believe that content hosted on the History Spots App infringes upon your copyright rights, please follow the Digital Millennium Copyright Act steps outlined below:

1. If you are a copyright owner, or the authorized agent of a copyright owner, and you believe that content hosted on the History Spots App infringes upon your copyright rights, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our registered Copyright Agent with the following information in writing:
 - a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - b. Identification of the copyrighted work claimed to have been infringed, or, if multiple works have been allegedly infringed, a specific list of such works and their specific location on the Website and/or History Spots App;

- c. 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 History Spots to locate the material;
- d. Information reasonably sufficient to permit History Spots to contact you, such as an address, telephone number, fax number, and, if available, an email address;
- e. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

History Spots will maintain a designated Copyright Agent, who will receive notifications of alleged infringement. You recognize that if you fail to comply with the requirements of the Digital Millennium Copyright Act's notification requirements, your DMCA notice may not be processed.

Counter-Notification: If you believe that content has been removed from the History Spots App in error, you may file a counter-notification with Owner's designated Copyright Agent that complies with the requirements of 17 U.S.C. § 512(g)(2) and (g)(3) outlined below. Upon receipt of a counter-notification complying with the requirements of 17 U.S.C. § 512, History Spots may return the allegedly infringing content to the Website.

1. A counter-notification must include:

- a. Identification of the specific materials that have been removed from the History Spots App;
- b. Your name, address, telephone number, and email address;
- c. A statement that, under penalty of perjury, you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material;
- d. A statement that you consent to federal district court jurisdiction in the district in which your address is located or, if your address is outside of the United States, that you consent to jurisdiction in any district in which History Spots may be found and that you will accept service of process from the person who provided notification or their agent; and
- e. Your physical or electronic signature.

Notices of infringement, notifications and counter-notifications may be sent to:

Traverse Legal DMCA Agent
c/o History Spots App
810 Cottageview Dr., G20
Traverse City, MI 49684
DMCAgent@traverselegal.com

Section 230 of Communications Decency Act:

You acknowledge and agree that History Spots is an interactive computer service provider under Section 230 of the Communications Decency Act. Though History Spots may edit, remove, or control the content displayed through the Software and Services and provided to aid in the operation of its App, you agree that History Spots will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Software and Services or otherwise. History Spots may, within its sole and absolute discretion, remove any User Generated Content for any reason and for no reason at all.

COPPA Compliance:

The Software and Services is not directed to persons under the age of eighteen (18) and History Spots will not knowingly collect personally identifiable information from children under the age of eighteen (18). If History Spots inadvertently collects personally identifiable information, History Spots will delete the personally identifiable information in accordance with its security protocols, upon notice.

Feedback:

History Spots encourages its users to submit comments, suggestions, and error reports to History Spots. You acknowledge and agree that any feedback submitted to History Spots, including, but not limited to, any intellectual property or other proprietary information contained within that feedback, will become the exclusive property of History Spots. You agree to assign all right and title in or to any and all feedback that you submit to History Spots and execute any and all documents necessary to assign your rights to any and all feedback to History Spots upon History Spots' request, including but not limited to any documents necessary to perfect History Spots' rights in and to intellectual property or proprietary rights.

Disclaimer and Limitation of Liability:

You acknowledge and agree that the content contained within the History Spots App will not be considered a representation to reasonably be relied upon and nothing within the History Spots App will be construed to create a duty of care in History Spots or a warranty of any kind. You acknowledge and agree that History Spots takes no responsibility for, is not obligated to monitor and cannot be held liable for all the information contained within the History Spots App as provided by third parties (including feed provider), User Generated Content contained within the History Spots App, information or websites linked to through the History Spots App, information sent to History Spots by third parties, and

information intercepted by third parties. You agree to hold Owner harmless for any and all inaccuracies, omissions, errors, loss of data, corruption of data, failure of hardware, failure of the History Spots App, or misuse of the History Spots App.

You acknowledge and agree that History Spots does not own or control such third parties, including without limitation third party feed providers, service and product providers, and payment processors and will not be held liable for any claims, demands, causes of action, debts, liabilities, damages, costs, or expenses, including costs and reasonable attorneys fees, arising out of or in relation to your use of such third party feeds, services and products or payment processing. You understand and agree that any purchase made in the History Spots App may be processed by someone other than History Spots. You further understand and agree that any promotion offered by History Spots may be administered by someone other than History Spots. You are advised to read the terms of use agreement of any such third party and only use or participate if you agree to such terms.

HISTORY SPOTS PROVIDES THE HISTORY SPOTS APP ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY. YOU ACKNOWLEDGE AND AGREE THAT YOU USE THE HISTORY SPOTS APP AT YOUR OWN RISK AND THAT OWNER WILL NOT BE HELD LIABLE FOR ANY DEFECTS, ERRORS, OMISSIONS, BUGS, OR DOWNTIME. ANY ATTEMPT BY OWNER TO MODIFY THE HISTORY SPOTS APP WILL NOT BE DEEMED TO BE A WAIVER OF THIS LIMITATION OF LIABILITY. OWNER WILL NOT BE HELD LIABLE FOR ANY CONTENT CONTAINED WITHIN THE HISTORY SPOTS APP, ANY THIRD PARTY LINKS OR ADVERTISING ACCESSIBLE THROUGH THE HISTORY SPOTS APP, OR ANY CONTENT TRANSMITTED THROUGH THE HISTORY SPOTS APP.

HISTORY SPOTS WILL NOT BE HELD LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES, SPECIAL DAMAGES, EXEMPLARY DAMAGES, INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, OR LOST INFORMATION ARISING OUT OF THE USE, WHETHER PROPER OR IMPROPER, OF THE HISTORY SPOTS APP, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HISTORY SPOTS DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR IN, OMISSION OF, INTERRUPTION OF, DELETION OF, DEFECT IN, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF ANY DATA. YOU BEAR THE SOLE RESPONSIBILITY TO PROTECT AND BACKUP YOUR OWN DATA, NETWORK, HARDWARE, SYSTEMS, SERVERS, SOFTWARE, COMPUTERS, PHONES, AND SECURITY.

UNDER ANY CIRCUMSTANCES, YOU ACKNOWLEDGE AND AGREE THAT HISTORY SPOTS' MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT THAT YOU PAID FOR THE HISTORY SPOTS APP. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS LISTED IN THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnification:

You agree to indemnify, hold harmless, and defend History Spots, its officers, members, employees, agents, and directors from and against any and all claims, demands, causes of action, debts, liabilities, damages, costs, or expenses, including costs and reasonable attorneys fees, arising out of or in relation to your use of the History Spots App, your violation of a term or provision of this Agreement, or your violation of the rights of a third party. You agree that your obligation to hold harmless, defend, and indemnify History Spots will survive the termination or failure of this Agreement and your use of the History Spots App. You acknowledge and agree that your obligation to defend History Spots will not provide you with the right to control History Spots defense and you expressly agree that History Spots has the right to direct and control its defense regardless of your obligation to defend History Spots.

Assignment:

You are expressly prohibited from assigning your rights or obligations under this Agreement without History Spots prior written consent. History Spots may assign its rights or obligations under this Agreement at any time, including but not limited to in a sale of the History Spots business or in a sale of the History Spots App.

Integration:

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and hereby supersedes all prior agreements, statements, or representations. This Agreement may only be modified by a writing signed by both parties.

Choice of Laws and Resolution of Disputes:

You agree that for all legal and non-legal purposes, the History Spots App is located in the State of Colorado. You agree that the History Spots App does not give rise to personal jurisdiction over History Spots in jurisdictions other than Colorado. This Agreement will be interpreted under and governed by the laws and legal principles of the State of Colorado, without regard to its conflicts of laws principles or statutes.

YOU AND HISTORY SPOTS AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR CONCERNING THE VALIDITY, INTERPRETATION, BREACH, VIOLATION, OR TERMINATION OF THIS AGREEMENT. THIS ARBITRATION WILL BE HELD IN DENVER, COLORADO AND WILL BE HELD IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR WILL DECIDE THE CLAIM ON THE BASIS OF THE LEGAL PRINCIPLES AND LAWS OF THE STATE OF COLORADO AND WILL HAVE THE DISCRETION TO AWARD ALL COSTS AND ATTORNEYS' FEES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND HISTORY SPOTS AGREE THAT THE DETERMINATION OR AWARD OF THIS ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT SITTING WITHIN THE STATE OF COLORADO THAT HAS JURISDICTION OVER THE SUBJECT MATTER OF THE DISPUTE. YOU AND HISTORY SPOTS AGREE THAT THE PARTIES WILL BE REQUIRED TO BE PRESENT WITH THE STATE OF COLORADO IN ORDER TO PERFORM THEIR OBLIGATIONS UNDER THIS AGREEMENT. YOU AND HISTORY

SPOTS HEREBY AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

History Spots may, but is not obligated to participate in any dispute between users. IF YOU HAVE A DISPUTE WITH ANOTHER USER, YOU RELEASE HISTORY SPOTS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES, KNOWN OR UNKNOWN. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Additional Provisions:

No waiver of rights under this Agreement by either party will be recognized unless made in writing and signed by the party to be charged. This Agreement is solely between History Spots and you and will not confer any rights or remedies upon any third party, including third party beneficiaries. A finding that any term or provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of this Agreement. Any term or provision of this Agreement that is found to be invalid or unenforceable will be reformed to the extent necessary to make it valid and enforceable.

YOU AND HISTORY SPOTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED UNDER THIS AGREEMENT MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUED. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST HISTORY SPOTS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONTEARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Notice:

Any notice under this Agreement or other contact must be sent via certified mail to HISORY SPOTS, Inc. 1911 11th St., Suite 103D Boulder, CO 80302 with a copy via email to: legal@HistorySpots.com. Phone calls to 720-263-2349.