

## LET'S CHAT APP TERMS OF SERVICE

The following Terms of Service (“Terms”) govern your access to and use of Let’s Chat, LLC’s (“Let’s Chat”, “we”, “us”, or “our”) applications, websites, SMS, APIs, email notifications, buttons, widgets, ads, commerce services, and other services (collectively the “Services”), and any information, including personal information, text messages, cookies, and other information uploaded, downloaded, or used by you in connection with our Services (collectively referred to as “Content”). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be and are hereby bound by these Terms.

### I. Basic Terms

You are responsible for your use of the Services, for any Content you make available during the use of the Services, and for any consequences thereof. Content you make available during your use of the Services may be able to be viewed by other users and through third party services and websites. Learn more your Content and your privacy by reviewing our Privacy Policy, which is available at [www.letschatapp.com](http://www.letschatapp.com).

You may use the Services only if you are legally able to form a binding contract with Let’s Chat and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Let’s Chat provides are always evolving and the form and nature of the Services that Let’s Chat provides may change from time to time without prior notice to you. In addition, Let’s Chat may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or any other information. The types and extent of advertising by Let’s Chat on the Services are subject to change. In consideration for Let’s Chat granting you access to and use of the Services, you agree that Let’s Chat, its affiliates, including direct and indirect owners, direct and indirect subsidiaries, and other affiliated entities, and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

### II. Privacy

Any information that you or other users provide to Let’s Chat is subject to our Privacy Policy, which governs our collection and use of your information (including Content). You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United

States and/or other countries for storage, processing and use by Let's Chat in accordance with these Terms and the Privacy Policy. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving.

### **III. Passwords**

If and to the extent the Services utilize a password or your device(s) or computer(s) utilize(s) one or more passwords, you, and you alone, are responsible for safeguarding all passwords that you use to access your device(s) and/or computers for using the Services and for any activities or actions under your passwords. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your device(s), computer(s), and/or accounts. Let's Chat cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

### **IV. Content of Services**

All Content, whether publicly available or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content used via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials used via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications used via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, Content that have been mislabeled or are otherwise deceptive. Under no circumstances will Let's Chat be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

### **V. Your Rights**

You retain your rights to any Content you submit, post or display on or through the Services. By using Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed), subject to our terms and conditions for such Content use. You agree that this license includes the right for Let's Chat to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with Let's Chat, subject to our terms and conditions for such Content use. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. Let's Chat shall not be responsible or liable for any use of your Content by Let's Chat in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you use in connection with the Services.

## **VI. Your License to Use the Services**

Let's Chat gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Let's Chat as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Let's Chat, in the manner permitted by these Terms.

## **VII. Let's Chat Rights**

All right, title, and interest in and to the Services (excluding Content provided by users) are and shall remain the exclusive property of Let's Chat and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Let's Chat name or any of the Let's Chat trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Let's Chat, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## **VIII. Restrictions on Use of the Services**

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Let's Chat, its users and the public.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Let's Chat's computer systems, or the technical delivery systems of Let's Chat's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Let's Chat (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Let's Chat (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Let's Chat is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of

any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

## **IX. Ending These Terms**

The Terms will continue to apply until terminated by either you or Let's Chat as follows: (i) you may end your legal agreement with Let's Chat at any time for any or no reason by deactivating your accounts and discontinuing your use of the Services, provided that these Terms will apply to your relationship with Let's Chat prior to you deactivating your account and provided further that you do not need to specifically inform Let's Chat when you stop using the Services if you deactivate your account; (ii) if you stop using the Services without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity at which time your legal agreement with Let's Chat will end, provided that these Terms will apply to your relationship with Let's Chat prior to the time your account is deactivated; or (iii) we may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (x) you have violated these Terms or any rules or regulations Let's Chat may establish from time to time, (y) you create risk or possible legal exposure for us; or (z) our provision of the Services to you is no longer commercially viable, provided that these Terms will apply to your relationship with Let's Chat during any period during which your account is suspended and will apply to your relationship with Let's Chat during the period prior to the time your account is terminated. **NOTWITHSTANDING THE FOREGOING, IN ALL SUCH CASES, THE TERMS SHALL TERMINATE, INCLUDING, WITHOUT LIMITATION, YOUR LICENSE TO USE THE SERVICES, EXCEPT THAT THE FOLLOWING SECTIONS SHALL CONTINUE TO APPLY AND SHALL SURVIVE TERMINATION: 4, 5, 7, 8, 9, 10, AND 11.**

We will make reasonable efforts to notify you by the phone number or email address associated with your account or the next time you attempt to access your account if your account has been deactivated, suspended, or terminated. **NOTHING IN THIS SECTION SHALL AFFECT LET'S CHAT'S RIGHTS TO CHANGE, LIMIT OR STOP THE PROVISION OF THE SERVICES WITHOUT PRIOR NOTICE, AS PROVIDED ABOVE IN SECTION 1.**

## **X. Disclaimers and Limitations of Liability**

**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF LET'S CHAT AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SERVICES PROVIDERS, CONTRACTORS, AND LICENSORS (COLLECTIVELY, THE "LET'S CHAT ENTITIES"). EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE LIMITATION OF LIABILITY IN CONTRACTS, AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.**

### **A. The Services are Available "AS-IS"**

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE LET’S CHAT ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The Let’s Chat Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, hardware, or software, device hardware or software, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Let’s Chat Entities or through the Services, will create any warranty or representation not expressly made herein.

#### B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the Let’s Chat Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Let’s Chat Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

#### C. Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LET’S CHAT ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; OR (IV) UNAUTHORIZED ACCESS, USE OF THE SERVICES OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.**

**IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE LET’S CHAT ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID LET’S CHAT, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.**

**THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE LET’S CHAT ENTITIES HAVE BEEN INFORMED OF**

THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## XI. General Terms

### A. Waiver and Severability

The failure of Let's Chat to enforce any right, remedy, or provision of these Terms will not be deemed a waiver of such right, remedy or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

### B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Illinois without regard to or application of its conflict of law provisions or your state or country of residence. All claims, causes of action, governmental action, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Cook County, Illinois, United States, and, by using the Services, you irrevocably consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum and expressly agree to services of process within the United States of America.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Illinois (excluding choice of law).

### C. Entire Agreement

These Terms, including the our Privacy Policy and such other terms and conditions as may be made available from time to time at [www.letschatapp.com](http://www.letschatapp.com), are the entire and exclusive agreement between Let's Chat and you regarding the Services (excluding any services for which you have a separate agreement with Let's Chat that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Let's Chat and you regarding the Services. Other than members of the group of companies of which Let's Chat, LLC is a member, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at [www.letschatapp.com](http://www.letschatapp.com). If the revision, in our sole discretion, is material we may notify you via an email, text message to the phone number associated with your account or via a

message upon opening the Let's Chat application. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

For the avoidance of doubt, these Terms are an express written agreement between you and Let's Chat, LLC, 2820 N Pulaski Rd. Unit s1 Chicago IL 60641 U.S.A. If you have any questions about these Terms, please contact us at [help@letschatapp.com](mailto:help@letschatapp.com).

Effective: July 13, 2015