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You are entering into a legal agreement between you and the Company.

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It is the user's responsibility to ensure their own compliance with all child custody and/or possession and access orders to which they are bound. You agree to use the Software and the services provided therein in compliance with all applicable court orders and laws, including local laws of the country or region in which you reside or in which you download or use the Software. The Company will not be liable to you nor to any other person for damages in connection with any violation of any court order or law by you, by another user, or by anyone else. You understand the Company is not responsible and will not be liable for ensuring that any user behaves according to all applicable court orders and laws. The Company will not be liable for any damages or penalties that may result from your use, nor anyone else's use, of the Software without first consulting with an attorney. You understand that use of the Software is not a justification for anyone to violate a law or court order. The Company will not be liable to you or to any other person in the event that you or anyone else violates any law or court order.

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Updates.

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By using these features, you represent to the Company that you have read and understood the Company's Privacy Policy which details what information is sent to the Company and how the Company uses that information. Your information will be treated according to the terms of the Company's Privacy Policy at all times. You may access the Company's Privacy Policy at www.ourdayscalendar.com.

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In no event shall the Company's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of \$60.00 (Sixty USD). The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose.

7. DISPUTE RESOLUTION, ARBITRATION AND WAIVER OF CLASS ACTION LITIGATION AND CONSUMER RIGHTS

Definitions.

For purposes of this Section 7, the term "Company" shall include the Company's principals, parents, subsidiaries, related entities, successors, assigns, agents, licensors, or affiliates, each of which is an intended third-party beneficiary of this Section 7. The term "affiliate" means any entity controlling, controlled by, or under common control of the Company, where "control" means the direct or indirect ownership of more than fifty percent (50%) of such entity's capital or equivalent voting rights.

For purposes of this Section 7, the term "dispute" means any dispute, concern, claim, controversy, or action between you and the Company (as defined above) that arise from or relate to this Agreement and/or the services contemplated herein, or any other transaction between you and the Company whether such dispute sounds in statute, contract, warranty, tort or any other legal or equitable basis.

For the purposes of this Section 7, the term "party" or "parties" means you and/or the Company (singularly or collectively as the case may be.)

Initial Dispute Resolution.

You are highly encouraged to contact the Company to resolve disputes by contacting our customer support service at support@ourdayscalendar.com. The parties shall both use their best efforts to settle any dispute, claim, question,

concern, or disagreement directly with each other via consultation and good faith negotiation, both of which shall be a condition precedent to either party initiating any lawsuit or arbitration.

Arbitration.

If the parties cannot reach an agreed upon solution via consultation and good faith negotiation within a period of thirty (30) days from the time you contact the Company's customer support service as set forth above, then the parties agree that all disputes between them (whether or not such dispute also involves a third party) shall be resolved by binding, individual arbitration administered by the American Arbitration Association (the "AAA") according to this agreement pursuant to the rules and procedures of the AAA then in effect for consumer related disputes, but excluding any rule or procedure that permits joinder or class actions in arbitration. The Parties understand that the Federal Arbitration Act (9 U.S.C. §1 *et seq.*) governs the interpretation and enforcement of this Section 7. The parties hereby expressly waive trial by jury.

All disputes shall be resolved by a single neutral arbitrator and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement and must follow applicable law. The arbitrator, and not any federal state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, a court of competent jurisdiction may determine the limited question of whether a claim or cause of action is excluded from arbitration under the terms of this Section 7. Notwithstanding any provision of applicable law, the arbitrator shall not have the authority to award damages, remedies, or awards that conflict with the terms of this Agreement. In some instances, the cost of arbitration can exceed the cost of litigation, and discovery may be more limited in arbitration than in court. The arbitrator's award is binding and may be entered as a judgment in a court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in Houston, Harris County, Texas. The costs of the arbitration, including attorneys' fees, shall be paid pursuant to the decision of the arbitrators.

If a party to this Agreement attempts to circumvent arbitration in breach of this Section 7 and files legal action in a court, such filing will constitute a breach of the Agreement, subjecting the breaching party to payment of the non-breaching party's attorneys' fees and expenses.

By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions described in this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding. The parties acknowledge that: (i) arbitration is final and binding on the parties; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) discovery allowed in arbitral proceedings may be more limited than discovery allowed in court proceedings; and (iv) the arbitrator's award is not required to include factual findings or legal conclusions and a party's right to appeal or to seek modification of rulings by the arbitrator is limited.

Claims Excepted from Arbitration.

Notwithstanding the parties' agreement to resolve all disputes via arbitration, the parties agree that either party may bring an action in state or federal court that asserts only claims related to the parties' intellectual property, trade secret rights including but not limited to claims for patent infringement, patent invalidity, copyright infringement, trademark infringement, and/or trade secret misappropriation.

Class Action Waiver.

You may bring disputes only on your own behalf. Neither you nor the Company will participate in a class action or class-wide arbitration for any claims covered by this Agreement. You also agree not to participate in any claims

brought in a private attorney general or representative capacity, or consolidated claims involving another person's dispute with the Company, if the Company is a party to the proceeding. You agree that any arbitration shall be conducted by the parties in their individual capacities only, and not as a class action or as any other representative action. The parties expressly waive their right to file a class action or seek relief on a class basis.

THE PARTIES AGREE THAT THE PARTIES WILL BRING ANY AND ALL DISPUTES, AS THAT TERM IS DEFINED IN THIS SECTION 7, CLAIMS, AND/OR CAUSES OF ACTION AGAINST EACH OTHER ONLY IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Waiver of Consumer Rights.

You agree that you are waiving your consumer protective rights under applicable law, including but not limited to those provided to you under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., a law that gives consumers special rights and protections. You voluntarily consent to this waiver after consulting with an attorney of your own selection. You are purposefully and intentionally providing your electronic signature to this waiver by clicking the button marked "I Agree to the Terms & Conditions."

8. EXPORT CONTROL

You shall not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction(s) in which you purchased the Software. By using the Software, you represent and warrant that you are not located in any U.S. embargoed countries, that you are not listed on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists, and that you will not use, export, or re-export the Software in any of those countries or to or with any person listed on such restricted party lists. You agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

9. CONTROLLING LAW AND SEVERABILITY

This Agreement will be governed by and construed in accordance with the laws of the State of Texas and the application of any foreign law, treaty, or the like is expressly disclaimed and excluded. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be modified only inasmuch as required to make the provision both enforceable and consistent with accomplishing the intent of the parties as indicated by the severed provision, and the remainder of the terms of this Agreement shall continue in full force and effect. If it is not possible to modify an unenforceable term as set forth herein, said term shall be severed altogether and the remaining terms of this agreement shall continue in full force and effect.

10. COMPLETE AGREEMENT; GOVERNING LANGUAGE; WAIVER.

This Agreement constitutes the entire agreement between you and the Company relating to the Software and supersedes all prior or contemporaneous understandings related to the Software. You particularly and expressly acknowledge, warrant, and represent (and hereby state) that no promise or agreement not expressed in this Agreement has been made to you by the Company and you have not relied or are not relying upon any statement, representation, assertion, action, omission, or any other conduct by the Company or its agents in making this Agreement, but that you are relying only upon your own judgment and your examination of the Software.

No amendment to or modification of this Agreement will be binding unless such modification is made in writing and is signed by the Company.

The headings of this agreement are for convenience only and do not modify the substance of the agreement between the parties.

If the Company fails to timely exercise any right hereunder, such failure does not waive the Company's past, present, or future right to enforce any right or provision of this Agreement. A waiver of the Company's rights under this agreement is only effective if the right is explicitly waived in a writing signed by the Company.

11. NOTICES

If the Company needs to contact you about the Software, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal notice requirements.