

TIMESPRING INC.

TERMS OF SERVICE

Last Revised: June 2017

This website is operated by TimeSpring Inc. (“TimeSpring”). By registering for and/or using the services, its features and content, including viewing the website, or installing or using any associated software supplied by TimeSpring (collectively, the “Services”), you hereby acknowledge and agree to the following Terms of Service, our Privacy Policy and any conditions and policies referenced on this website (collectively, the “Terms”). TimeSpring may amend the Terms from time to time by posting an updated version of the Terms indicating the date last revised. Such updates will be effective immediately. Users will be notified of material updates either through the Services or via email. Your continued use or access of the Services after the effective date constitutes your acceptance of the new Terms.

Users and all other visitors to the Services are collectively referred to as “you” or as “Users.” TimeSpring may be referred to as “TimeSpring,” “we,” “us,” “our,” or other similar terms.

Use of Services

By using our Services, you expressly represent and warrant that (i) you are legally entitled to enter these Terms, (ii) you are at least 18 years old or have obtained parental consent, and (iii) that you have the authority and capacity to enter into and abide by these Terms. If you reside in a jurisdiction that restricts the use of the Services because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not access or use the Services. Without limiting the foregoing, the Services are not available to children without consent of a parent or guardian (persons under the age of 18). Subject to the Terms, Users may access register for and use the Services solely for their personal use. The Services shall not be used for commercial purposes.

TimeSpring provides a time-released messaging platform where Users may upload text, video, audio and audio visual content to be sent to a specified recipient on a future pre-selected date. The uploaded content is stored using a cloud storage service. Currently, TimeSpring stores content using Firebase Storage. Users agree that TimeSpring may exchange information with Firebase Storage in accordance with our **Privacy Policy**. Firebase Storage is an independent third-party storage provider. TimeSpring has no control over the functionality and/or operations of the Firebase Storage service. TimeSpring is not liable for delayed messages, lost messages or other service issues as a result of issues with the Firebase Storage service. For more information on Firebase Storage, visit <https://firebase.google.com/>.

TimeSpring reserves the right to refuse the use of the Services to anyone and to suspend, discontinue, cancel or remove any User at any time and for any reason without liability. TimeSpring will notify Users of any such suspension, discontinuance, cancellation or removal.

Users may be required to register with third-party service providers in order to access or use certain features of the Services. While TimeSpring may support you in your use of and registration with these third-party services, any agreements or dealings with third-party providers are independent and TimeSpring is not a party to these agreements. Users agree that TimeSpring may exchange any information with such third-party service providers in accordance with our **Privacy Policy**.

In the event of the death of a User, the User’s account will be labeled inactive upon notification to TimeSpring of that User’s death. Pending messages in inactive accounts will be treated as follows: (i) no incoming messages will be stored; (ii) recipients who are paying Users will receive any pending messages; (iii) recipients who are non-paying Users will be prompted to become a paying User in order to access/receive the pending messages. Where a non-paying

recipient formally requests access to a deceased User's messages, TimeSpring, in extraordinary circumstances may in its sole discretion grant access to the deceased User's messages; (iv) recipients who are under 18 years old will receive any pending messages.

Upon the death of a paying member, an immediate relative, who may include, a spouse, child, parent, sibling or grand-parent, may file a request to TimeSpring in order to update any recipient's email address to which pending messages should be delivered. To submit a request, please contact us at: report@timespring.com.

Privacy

TimeSpring understands that Users may provide personal and sensitive information, and we take the privacy of our Users seriously. Please find a current version of TimeSpring's Privacy Policy by clicking on **Privacy Policy**.

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under the age of 13. We do not knowingly collect or solicit personally identifiable information from children under the age of 13. If you are a child under the age of 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn that we have collected personal information from a child under 13 years of age, we will immediately delete that information and deactivate any accounts. If you believe a child under the age of 13 may have provided us with personal information, please contact us at: report@timespring.com.

User Registration and Accounts

In order to access and fully use the Services, Users are required to register for a TimeSpring account. If you choose to register, you agree to provide and maintain truthful, accurate, current and complete identifying information. This information may include names, contact information and payment information. The collection of such identifying information is governed by TimeSpring's **Privacy Policy**. If any of your registration information is false, inaccurate, or incomplete, TimeSpring reserves the right, in its sole discretion, to terminate your account immediately. TimeSpring also reserves the right to reject any application within its sole discretion and has no obligation to disclose the reason for rejecting the application.

Users are responsible for maintaining the confidentiality of their accounts, including their usernames and passwords. You agree to immediately notify TimeSpring of any unauthorized use of your account or other breach of security. Notification of breaches should be sent to TimeSpring at: report@timespring.com.

By registering with TimeSpring, you opt into receiving notifications and communications from TimeSpring, which may include e-mails related to changes to our features, Services, promotions and other special offers. If you wish to stop receiving this material, you may unsubscribe at any time by following the instructions in your e-mail or using the Settings feature in the TimeSpring mobile application. Please note that even if you unsubscribe from receiving such notifications, you will still receive e-mails containing notices as required by law. Opting out of receiving messages from us may result in missed notifications and prompts, which if not acted upon, may affect your Services. TimeSpring is not responsible for any outcome resulting from a User's failure to respond to a prompt.

Users also have the option to update, change, remove, correct or request that certain information be removed from their account. Most changes may be made using the "Settings" feature on each User's account. To deactivate an account indefinitely, Users must send a deactivation request to TimeSpring stating a brief reason for the deactivation.

Modification, Suspension or Discontinuance of Services

TimeSpring reserves the right to modify, suspend or discontinue the Services to Users (or any part thereof), either temporarily or permanently. In accordance with this provision, TimeSpring will attempt to notify Users of any such modification, suspension or discontinuance. To the extent permitted by law, Users agree that TimeSpring will not be liable for any modification, suspension or discontinuance of the Services in accordance with these Terms of Service.

Service Guidelines and Restrictions

By using the Services and any other related features, Users agree to the service guidelines and restrictions. Abuses of the service guidelines and restrictions are not tolerable and TimeSpring reserves the right to suspend or terminate Users' accounts indefinitely and permanently upon notice of such abuses. TimeSpring will use reasonable efforts to ensure the safe, legal and moral use of its Services.

The following non-exhaustive list includes those actions, which are **required or strictly prohibited**:

- a) You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity;
- b) You agree to comply with all applicable state, federal and local laws while using the Services;
- c) You may only access the Services using authorized means and it is your responsibility to ensure that you have downloaded the correct software for your device. TimeSpring is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Services, and TimeSpring reserves the right to terminate these Terms should you be using the Services with an incompatible or unauthorized device.
- d) Your participation in using the Services is for your sole, personal and non-commercial use;
- e) You will not use the Services for any fraudulent, misleading, inaccurate or dishonest purposes;
- f) You will not use the Services to cause nuisance, annoyance or inconvenience;
- g) You will not impair the proper operation of the Services;
- h) You will not try to harm the Services in any way whatsoever;
- i) You will not copy or distribute the Services without the prior written consent of TimeSpring;
- j) You will keep your account username and password secure and confidential;
- k) You will provide us with whatever proof of identity we may reasonably request;
- l) You will not license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way;
- m) You will not modify or make derivative works based upon the Services;
- n) You will not create Internet "links" to the Services or "frame" or "mirror" any software on any other server or wireless or Internet-based device;

- o) You will not (except as permitted by applicable law) reverse engineer or access the Services in order to build a competitive product or service, build a product using similar ideas, features, functions or graphics of the Services, or copy any ideas, features, functions or graphics of the Services;
- p) You will not launch an automated program or script, including, but not limited to, web spiders, bots, viruses or worms, or any program, which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services;
- q) You will not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws through the Services;
- r) You will not send or store through or on the Services infringing, obscene, offensive, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party intellectual property or privacy rights;
- s) You will not send or store through or on the Services material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- t) You will not interfere with or disrupt the integrity or performance of the Services or the data contained therein;
- u) You will not attempt to gain unauthorized access to the Services or its related systems or networks;
- v) You will not use the Services to promote violence, discrimination, humiliation or hatred against any individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation or gender identity;

Payment and Fees

There is no fee to register for an account with TimeSpring. Users will be allowed up to _____ gigabytes of storage at no cost. For additional storage, Users will be able to purchase one of our subscription plans. For more information on our subscription plans, visit **Pricing and Plans**. In order to sign up for a subscription plan, Users are required to provide a valid credit or debit card, which will be charged based on the plan selected. If you sign up for a subscription plan, you agree to pay all fees and charges associated with that subscription plan on a timely basis. Unless otherwise stated, all fees and charges are due and payable in advance, are non-refundable, and are exclusive of any applicable federal, state, or local taxes. All such fees and charges (including any taxes and late fees, as applicable) will be charged to the payment method you provided when you signed up for the subscription plan. You agree to maintain a valid payment method during the term of your use of such Services.

Use of the Services may involve transmission of data through your carrier or service provider's network. You are responsible for all carrier, text/SMS, data, or other related fees or charges you incur from your carrier or service provider in connection with, or related to your use of the Services. TimeSpring assumes no liability or responsibility for the payment of any charges you may incur.

TimeSpring may from time to time provide Users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services. You agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Service or the charges already applied to you.

TimeSpring reserves the right to increase any of its fees for its subscription-based options from time to time. TimeSpring shall provide reasonable notice to Users of any such changes.

TimeSpring's Intellectual Property

Users acknowledge and agree that the Services may contain content or features that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Unless expressly authorized by TimeSpring, Users agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works of the Services content or features. Users also agree not to copy, modify, creative derivatives, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license or otherwise transfer TimeSpring's software.

TimeSpring's name and logo are trademarks and service marks of TimeSpring. Nothing contained in the Terms constitutes as granting, by implication, estoppel, or otherwise, any license or right to use any of TimeSpring's trademarks, without its prior written consent. Any and all goodwill that is generated from using TimeSpring's trademarks will inure to TimeSpring's exclusive benefit.

If TimeSpring blocks any User from accessing the Services, Users agree not to implement any measures that circumvent the blocking. Users are also prohibited from using any visual element that constitutes an endorsement by TimeSpring without its prior written consent. Any use of the Services or its features other than as specifically authorized herein is strictly prohibited. Any and all rights not expressly granted are herein reserved by TimeSpring.

Mobile Communications

The Services include functionality that is available via a mobile device ("Mobile Functionality"). For example, Mobile Functionality allows for communications between Users by time-released messaging. To the extent you access the Services through a mobile device, your wireless service carrier standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Mobile Functionality may be prohibited or restricted by your carrier, and not all Mobile Functionality may work with all carriers or devices. Certain information about your usage of the Mobile Functionality may be communicated to TimeSpring. For example, TimeSpring receives data, which may include the date and time of the message, the parties' phone numbers, and the content of the message, and reserves the right to monitor all such information. Please note that TimeSpring reserves the right, but has no obligation, to monitor messages between Users. By providing your mobile phone number, you agree that TimeSpring may communicate with you using any means of communication, including calls placed to your mobile phone using an automated dialing device, calls using pre-recorded messages or SMS, MMS and text message regarding your account.

Unsolicited Materials and Submissions

Any unsolicited materials or submissions received by TimeSpring will be discarded and/or returned to sender. TimeSpring will have no express or implied obligation or liability of any kind concerning the submissions, including, the use or disclosure of the submissions. TimeSpring and its Users are entitled to unrestricted use or disclosure of the submissions for any purpose whatsoever, all without compensation to the User that submitted the submission.

Third Party Websites, Advertisements or Services

The Services may contain links to third party websites, advertisements or services that are not owned or controlled by TimeSpring. Third party advertisers may also provide promotional materials related to their businesses on the Services, such as offers and discounts via banners, pop-ups and similar means. Users may opt into receiving related promotions from third party advertisers via e-mail or snail mail. Access to or use of third party sites or services are at a User's own risk. Except as otherwise expressly provided herein, TimeSpring is not responsible for any loss or damage of any sort relating to Users' access or use of these third party sites or services.

We encourage Users to be aware when leaving the Services, and to read the terms and conditions and privacy policy of any third party websites or service they visit.

Internet Delays, Interruptions and Outages

TimeSpring's Services may be subject to limitations, delays, interruptions, outages and other problems inherent in the use of the internet and electronic communications. TimeSpring is not responsible or liable for any delays, delivery failures, or other damages resulting from such problems. TimeSpring is also not responsible or liable for any outages caused by third parties that help us store and facilitate the transmission of messages between Users. Use of the Services is at a User's own risk. For more information on Amazon S3 storage policy please visit,

Indemnity

Users agree to indemnify, release, defend and hold harmless TimeSpring, its officers, directors, shareholders, employees, members, managers, contractors and agents from any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses, including attorneys' fees and costs, arising from or relating to the use or misuse of the Services, your violation of any third party rights, breach of the Terms or the violation of any laws.

Limitation of Liability

TimeSpring, including its affiliates, directors, officers, shareholders, employees, agents, members, managers, subcontractors, representatives or licensors, are not liable for any indirect, punitive, incidental, special, consequential or exemplary damages or, in any event, for damages exceeding the fees paid to TimeSpring for the transaction from which the cause of action arose. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if TimeSpring has been advised of the possibility of such damage and to the fullest extent permitted by law in the applicable jurisdiction.

Notwithstanding any provision of the Terms, for Users in jurisdictions that have provisions specific to waiver or liability that conflict with the foregoing, then TimeSpring's liability is limited to the smallest extent permitted by law.

Assignment

The Terms and any rights and licenses granted hereunder may not be transferred or assigned by any User, but may be assigned by TimeSpring without restriction.

Termination/Survival

TimeSpring may terminate or suspend the Services or any part thereof immediately, without prior notice or liability, if you breach any of the Terms. Users may terminate their accounts at any time by following the instructions on the Services.

This Agreement shall automatically terminate (i) upon the institution by TimeSpring of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of TimeSpring's debts, (ii) upon TimeSpring making an assignment for the benefit of creditors, or (iii) upon TimeSpring's dissolution or ceasing to do business. Should this Agreement automatically terminate based on sections i, ii, or iii of this paragraph, Users will be notified and provided a 60 day grace period to save any content stored through or on the Services.

Any fees paid hereunder are non-refundable. Upon termination by TimeSpring or by you, your right to use and access the Services, and any Content will immediately cease, and any unsent and/or pending messages will not be delivered thereafter.

TimeSpring may retain User account information after termination in accordance with regulatory, accounting and legal compliance procedures.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, intellectual property provisions, warranties and disclaimers, and limitations of liability.

Governing Law

Users agree that (1) the Services shall be deemed solely based in New York and (2) the Services shall be deemed a passive one that does not give rise to personal jurisdiction over TimeSpring, either specific or general, in jurisdictions other than New York. This Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles.

Arbitration

TimeSpring and Users agree that any and all disputes or claims shall be resolved exclusively through final and binding arbitration, rather than in court. TimeSpring and Users manifest their assent to arbitrate by providing and using the Services. Arbitration claims are those that TimeSpring asserts against User and that User asserts against TimeSpring, any related or affiliated entity, and the officers, directors, shareholders, agents, members, managers or employees of any of them. The Federal Arbitration Act shall govern the interpretation and enforcement of this agreement to arbitrate. If for any reason the FAA is inapplicable, the laws of New York shall apply. To the extent permitted by law, the Parties agree to arbitrate claims on an individual basis only, and waive any right to bring, participate in, or recover under, a class, collective, consolidated or representative action. The arbitrator shall apply the Terms and the same substantive law to the dispute as a court would and under the same law of remedies. To begin an arbitration proceeding against TimeSpring or a related party, the User must send a letter requesting arbitration and describing the claim to TimeSpring at:

Attention: Legal Department
TimeSpring Inc.
PO Box 74
175 E. Main Street
Ramsey, NJ 07446

The arbitration will be conducted by the American Arbitration Association (AAA) under the rules applicable to the claim asserted, including, but not limited to, the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. TimeSpring will supply a printed copy of the rules upon a User's request. Payment and reimbursement of all filing, administration and arbitrator fees will be governed by the AAA's rules. New York, New York is the sole proper venue for arbitration; provided, however, that the arbitrator once selected shall have the authority to order the parties to arbitrate in a different venue for good cause shown, applying federal law for transferring venue on grounds of forum non conveniens. If, notwithstanding this arbitration agreement, a claim for any reason proceeds in court rather than in arbitration, the dispute shall be exclusively brought and heard in a court of competent jurisdiction located in the City and County of New York, New York. Except as otherwise provided by law or the AAA's rules, the prevailing party in any arbitration will be entitled to receive from the non-prevailing party all of its reasonable attorneys' fees and costs.

Notifications

Users agree that TimeSpring may provide notifications to Users via e-mail, written or hard copy notice, or through conspicuous posting of such notices on its Services. Users may opt out of or unsubscribe from certain means of notifications or may limit their preferences to receive only certain notifications.

English Language

In the event of a conflict between the English language version of the Terms and any foreign language translation versions thereof, the English language version of the Terms shall govern and control. All disputes, claims and causes of action, and related proceedings will be communicated in English. Unless otherwise explicitly stated, all material found on the Services are solely directed to individuals, companies or other entities located in the United States.

Entire Agreement/Severability

The Terms encompass the entire agreement between Users and TimeSpring. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. TimeSpring's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Independence from Third Party Platforms

TimeSpring's Services are independent from any platform and its services on which it is located. TimeSpring is not associated, affiliated, sponsored, endorsed or in any way linked to any third party platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry ("Operators"). Thus, your download, installation, access to or use of the TimeSpring App is also bound by the terms and conditions of each Operator.

Users hereby acknowledge and agree to the following terms:

- (1) These Terms of Service are between you and us only, and not with any Operator, and we, not those Operators, are solely responsible for the Services and the content thereof;
- (2) The license granted by TimeSpring is a limited, non-exclusive, non-transferable and non-sublicensable right to use the Services on a portable or mobile device that you own or control and as permitted by these Terms of Service;
- (3) We are solely responsible for providing any maintenance and support services with respect to the Services, as required under applicable law. Thus, an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the Services;
- (4) We and not the relevant Operator, are responsible for addressing any claims of you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation;
- (5) In the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights, we and not the relevant Operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; provided such infringement was caused by us;
- (6) You must comply with any applicable third party terms of agreement when using the Services; and

(7) The relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Terms of Service, and that upon your acceptance of these Terms of Service, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third party beneficiary thereof.