

ONEALL SARL

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The latest version of this document is available at:

<http://www.oneall.com/company/terms-of-use/>

Terms of Service

The following terms of service ("Terms of Service") are a legal agreement between you and ONEALL SARL ("OneAll", "we", "us"), and govern your use of oneall.com (the "OneAll Site") and any sub-domains of this domain.

These Terms of Service include the OneAll Privacy Policy, the OneAll Service Level Agreement and all other policies referenced below or elsewhere on the OneAll Site.

You understand that by using the OneAll Site, you are agreeing to these Terms of Service. If you do not accept all of these Terms of Service, you may not access or use the OneAll Site.

If you are using the OneAll Site for a business, your agreement to these Terms of Service will be treated as the agreement of the business, and all references to "you" and "your" will apply to that business.

In these Terms of Service, the OneAll online social optimization platform, applications, tools and services, and all related content, software and documentation, are collectively referred to as the "Services".

The Services are deployed on many websites which are not owned or controlled by OneAll. When you visit any third party website which has enabled the Services, your use of the Services is governed by that website's posted use terms. These Terms of Service apply only to your use of the OneAll Site.

1. Account

You do not need a OneAll account to visit the OneAll Site. However, before you can deploy any of the Services on your website, you must create a OneAll account ("Account") and agree to the OneAll Member Agreement, which will govern your use of the Services on your website.

2. Content

The OneAll Site includes content provided by OneAll ("OneAll Content") and content that is uploaded, posted, submitted or otherwise transmitted by you and other users of the OneAll Site ("User Content").

All OneAll Content is owned by or licensed to OneAll, subject to copyright and other intellectual property rights under European laws, foreign laws and international conventions. OneAll Content is provided to you AS IS and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

OneAll reserves all rights not expressly granted in and to the OneAll Content. You agree to not engage in the use, copying, or distribution of any of the OneAll Content other than expressly permitted herein.

If you download or print any OneAll Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the OneAll Site or features that prevent or restrict use or copying of any OneAll Content or enforce limitations on use of the OneAll Site or OneAll Content.

You retain all rights in any User Content that you provide to the OneAll Site. You are solely responsible for your User Content and the consequences of posting or publishing it.

You grant to OneAll a non-exclusive, worldwide, royalty-free, sub-licensable, perpetual and irrevocable right and license to use, reproduce, modify, distribute, prepare derivative works of, display, publish, perform, transmit and access your User Content in connection with the operation of the OneAll Site and the Services in any media formats and through any media channels, and you grant to each other OneAll Site user a similar non-exclusive license to access and use your User Content through the OneAll Site.

You represent and warrant that you own or have the necessary licenses, rights, consents, permissions and releases to grant the foregoing licenses.

OneAll does not guarantee that any OneAll Content or User Content will be made available through the OneAll Site, continuously or at all. WHILE ONEALL IS UNDER NO OBLIGATION TO DO SO, ONEALL RESERVES THE RIGHT TO REMOVE AND PERMANENTLY

DELETE ANY CONTENT FROM THE ONEALL SITE WITHOUT NOTICE, AND FOR ANY REASON ONEALL DEEMS SUFFICIENT.

OneAll does not have any obligation to monitor any User Content for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of such content or anything said, depicted or written by OneAll Site users, including, without limitation, any information obtained by using the OneAll Site or Services.

OneAll does not endorse any User Content or any opinion, recommendation or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against OneAll with respect thereto.

3. Obligations of OneAll Site Users

The OneAll Site may be used and accessed for lawful purposes only.

You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the OneAll Site. In addition, without limitation, you agree that you will not do any of the following while using or accessing the OneAll Site:

- Upload, post, submit or otherwise transmit any User Content:
 - to which you do not have the lawful right to copy, transmit and display;
 - that infringes any third party's intellectual property rights (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right or moral right or right of publicity).
 - that is unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contains objects or symbols of hate, invades the privacy of any third party, contains any pornography, erotica, child pornography or child erotica, is deceptive, threatening, abusive, inciting of unlawful action, defamatory, libelous, vulgar or violent or constitutes hate speech or is otherwise objectionable in the opinion of OneAll;
 - that includes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of unsolicited or unauthorized solicitation;
 - that contains a software virus or any other computer code, files, or programs designed to (A) interrupt, destroy or limit the functionality of any computer software; or (B) interfere with the access of any user, host or network, including without limitation sending a virus, overloading, flooding,

spamming or mail-bombing the OneAll Site; or

- that includes code that is hidden or otherwise surreptitiously contained within the images, audio or video of any User Content that is unrelated to the immediate, aesthetic nature of the User Content.
- Circumvent, disable or otherwise interfere with security related features of the OneAll Site or features that prevent or restrict use or copying of any content;
- Use any meta tags or other hidden text or metadata utilizing a OneAll trademark or logo, URL or product name;
- Forge any TCP/IP packet header or any part of the header information in any posting or in any way use the OneAll Site to send altered, deceptive or false source-identifying information;
- Tamper with, interfere with or disrupt (or attempt to do so) the availability of any aspect of the OneAll Site or Services, any servers or networks connected to the OneAll Site or Services, or the technical delivery systems of OneAll or any OneAll provider;
- Attempt to probe, scan or test the vulnerability of any OneAll system or network or breach or impair or circumvent any security or authentication measures protecting the OneAll Site or Services;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the OneAll Site or Services;
- Attempt to access, search or meta-search the OneAll Site or Services with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by OneAll or other generally available third party web browsers;
- Collect or store personal data about other OneAll Site or Services users without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud.

4. Termination or Modification

OneAll reserves the right in its sole discretion, at any time, to modify, discontinue or terminate the OneAll Site or modify or terminate these Terms of Service or the OneAll Privacy Policy without advance notice.

If any modification is not acceptable to you, your only recourse is to cease using the OneAll Site. By continuing to use the OneAll Site after any such modifications, you accept and agree to be bound by such modifications.

Without limiting other remedies, OneAll may at any time and without any further notice suspend or terminate your access to the OneAll Site or Services or remove your Account if OneAll determines in its sole discretion that you have failed to comply with any provision of these Terms of Service.

5. Billing and Refund Policy

Billing

OneAll offers monthly and annual subscriptions for certain services. You are automatically charged as appropriate; once a month if you selected a monthly subscription and once a year if you selected an annual subscription.

You can update your billing information, change your subscription periodicity or contact OneAll to cancel your subscription at any time. For those services that are subject to a one-time (or non-recurring) fee, you will be charged this fee at the time you order these services.

Overdue Payment

If a charge to the payment method on your Account is declined, OneAll may make additional attempts to process the payment. If the payment continues to fail, OneAll may display a billing issue message when you sign in to your Account and notify you by email.

21 Days: If you have an outstanding balance on your Account for more than 21 days, OneAll may suspend your and your users' access to the OneAll Services. Please pay your outstanding balance in full to regain immediate access.

60 Days: If you have an outstanding balance for more than 60 days, OneAll may block your and/or your users' access to the OneAll Services and permanently delete your Oneall Account without any further notice. After this deletion, you will not be able to recover your Account.

Cancellations

If you cancel your subscription, your cancellation takes effect on your next billing cycle. This means OneAll will not be able to refund you for any unused portion of the Services.

Example: You chose a monthly subscription of the OneAll Services on July 1. On August 1, your credit card is charged as usual. On August 12, you decide to cancel your account.

No further charges will be made to your credit card, but you will not receive a refund for the period of August 13 through August 31. This cancellation policy applies whether you've chosen a monthly or annual subscription plan.

6. Indemnification

You agree to defend, indemnify and hold OneAll and its affiliates, subsidiaries and distribution partners and their respective officers, directors, employees and/or agents harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to or use of the OneAll Site, OneAll Content or User Content; (ii) your violation of this Agreement; (iii) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any claim that your User Content caused damage to a third party, including, without limitation, claims that your User Content is infringing.

7. Disclaimer

THE ONEALL SITE AND ALL CONTENT MADE AVAILABLE THROUGH THE ONEALL SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTY OF ANY KIND. ONEALL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ONEALL SITE AND SUCH CONTENT, INCLUDING ANY IMPLIED WARRANTY OF QUALITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN ADDITION, ONEALL MAKES NO REPRESENTATION OR WARRANTY THAT THE ONEALL SITE OR ANY SUCH CONTENT WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL ONEALL OR ITS AFFILIATES, SUBSIDIARIES, PARTNERS OR LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE ONEALL SITE OR ANY CONTENT MADE AVAILABLE THROUGH THE ONEALL SITE, INCLUDING WITHOUT LIMITATION, INJURY OR DAMAGES RESULTING FROM THE CONDUCT OF ANY ONEALL SITE USER, ONLINE OR OFFLINE, WHETHER OR NOT ONEALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ONEALL'S

AGGREGATE LIABILITY TO YOU ARISING WITH RESPECT TO THESE TERMS OF SERVICE WILL NOT EXCEED \$50. ONEALL WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY ERRORS OR ANY SCHEDULED OR UNSCHEDULED SERVICE INTERRUPTIONS RELATING TO THE ONEALL SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

9. Force Majeure

OneAll will not be liable to you by reason of any failure or delay in performance on account of events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, earthquakes, or internet connectivity or failure issues experienced by major telecommunications providers or a OneAll co-location facility, for the duration of such event and for such further period of time that OneAll may reasonably require to recover from the effects of such event.

10. Consent to Electronic Notice

You consent to the use of (a) electronic means to complete these Terms of Service and deliver any notices pursuant to these Terms of Service, and (b) electronic records to store information related to these Terms of Service or your use of the OneAll Site or Services. Any notice or other communication to be given hereunder will be in writing and given (x) by OneAll via email (in each case to the address that you provide), (y) a posting on the OneAll Site or (z) by you via email to legal@oneall.com or to such other addresses as OneAll may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

11. Third Party Websites

The OneAll Site may provide links to third party websites, and such links are provided for reference only. We encourage you to read the use terms of each third party website you visit, including websites which are linked to the OneAll Site and/or which have deployed the Services. Please keep in mind that OneAll has no control over (and OneAll disclaims any responsibility or liability to you for) the content, privacy policies, activities or practices of any third party websites, including websites that deploy the Services, or for any harms, injuries or losses you might suffer as a result of using or accessing such websites.

12. Miscellaneous

In the event that any provision in these Terms of Service is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent permitted by law and the remaining provisions will remain in full force and effect to the maximum extent permitted by law.

The failure of a party to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision. This Agreement will be governed by and interpreted in accordance with the laws of Luxembourg (Europe) excluding that body of law pertaining to conflict of laws.

Any legal action or proceeding arising under these Terms of Service will be brought exclusively in courts located in Luxembourg (Europe) and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

These Terms of Service together with the rules and policies of OneAll incorporated herein by reference constitute the entire agreement between OneAll and you with respect to your use of the OneAll Site.