

NOTALONE, INC.
TERMS AND CONDITIONS OF USE

Effective: January 19, 2022

(Version 3.0)

PLEASE READ TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE NOTALONE MOBILE APP AND ASSOCIATED SERVICES.

These Terms and Conditions of Use governs your access to and user of the NOTALONE, INC. ("NOTALONE") mobile NOTALONE APP (the "NOTALONE APP") and associated Services. By using the NOTALONE APP, you signify your assent to these Terms and Conditions of Use. If you do not agree to all of these terms and conditions, do not use the NOTALONE APP and associated Services. References in these Terms and Conditions of Use to the NOTALONE APP, along with information and services made available to you through the NOTALONE APP, together are considered the "Services."

NOTALONE may revise and update these Terms and Conditions of Use at any time. Your continued use of the Services signifies that you agree to these changes. The current version of the Terms and Conditions of Use is indicated by the Effective Date listed above. These Terms and Conditions of Use will be posted on and accessible from the NOTALONE APP. Any personal information you submit to NOTALONE, is governed by our Privacy Policy <http://notalone.app/#legal>, which is incorporated herein by reference into these Terms and Conditions of Use. To the extent there is any inconsistency between these Terms and Conditions of Use and our Privacy Policy, these Terms and Conditions of Use governs.

BE ADVISED: THE NOTALONE APP AND ASSOCIATED SERVICES DO NOT CONSTITUTE MEDICAL ADVICE.

All contents of the NOTALONE APP and associated Services, such as text, graphics, images, and other material and information contained on the NOTALONE APP ("Content") are for informational purposes only. The Services and Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical or mental health condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the NOTALONE APP or Services.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR YOUR LOCAL EMERGENCY NUMBER FOR IMMEDIATE MEDICAL ASSISTANCE.

NOTALONE does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the NOTALONE APP, Services, or Content, or your reliance on any information provided by NOTALONE, NOTALONE employees, others appearing on the NOTALONE APP at the invitation of NOTALONE, or other visitors to the NOTALONE APP is solely at your own risk.

Copyright and Limited License for Use of Content

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Disclaimers; Liability

The NOTALONE APP, Services and Content are provided on an "as is" basis. NOTALONE, ITS LICENSORS, AND ITS SUPPLIERS AND VENDORS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. In addition, NOTALONE, its licensors, and its suppliers and vendors make no representations or warranties regarding the accuracy, reliability, completeness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the NOTALONE APP or Services. Your use of the NOTALONE APP, Services and Content is at your own risk.

In no event shall NOTALONE, its licensors, its suppliers or vendor, or any third parties identified on the NOTALONE APP be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the NOTALONE APP, Services or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not NOTALONE, its licensors, its suppliers or vendors, or any third parties identified on the NOTALONE APP are advised of the possibility of such damages. NOTALONE, its licensors, its suppliers or its vendors or any third parties identified on the NOTALONE APP shall be liable only to the extent of actual damages incurred by you, not to exceed US \$1000.

NOTALONE, its licensors, its suppliers or vendors, or any third parties identified on the NOTALONE APP, Services or Content are not liable for any personal injury, including death, caused by your use or misuse of the NOTALONE APP, Services or Content. Any claims arising in connection with your use of the NOTALONE APP, Services or Content must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions of Use are exclusive and are limited to those expressly provided for herein.

Passwords

Access to and use of certain Services require a username and password you establish to log in to the NOTALONE APP. You must keep your username and password secure and are requested not to disclose them to a third party. Promptly inform us if you believe your account or

password has been compromised or if there is any other reason you need to deactivate a password. To send us an email, use the "Contact Us" links provided in the NOTALONE APP.

User Submissions

Private Areas – Certain Services contain functionality (such as the “Virtual Friend”) that is designed only to be accessible by an individual user for his/her unique, personal use (collectively “Private Areas”). A user is not able to access the Private Areas of other users. Any information you may upload in these Private Areas is not shared or disclosed to any third party unless you have provided prior written consent. NOTALONE may conduct periodic and automatic monitoring of these Private Areas.

Public Areas – Other Services contain functionality (including blogs, message boards, group chats, Ask Our Expert postings, user reviews, etc.) that enables users to upload content to the NOTALONE APP that other users may be able to access (collectively "Public Areas") and users may also upload content via our official presence on social media platforms, such as Facebook or Twitter (collectively, “Social Media Platforms”). You agree that you will not upload or transmit any communications or content of any type to the Public Areas or Social Media Platforms that infringe or violate any rights of any party. By submitting communications or content to the Public Areas or Social Media Platforms, you agree that such submission is non-confidential for all purposes. It is important to note that NOTALONE is not responsible for the operation, terms of use or policies of any Social Media Platform. Before using any Social Media Platform, you should review its terms of use and policies, including its privacy policy.

Participation in certain Services, such as our Group Chat and Peer Chat, is subject to specific rules, including but not limited to users maintaining the strict confidentiality of information that is shared. All users must agree to follow these rules to participate in these chat services. Some of these chat services may be monitored by a moderator to ensure compliance with the applicable rules and facilitate the discussion.

In addition, if you make any submission to a Public Area or a Social Media Platform, you automatically warrant that the submission does not infringe or violate the rights of any party. In addition, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted NOTALONE a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed.

For images, video or audio files, you agree only to post or upload media (like photos, videos or audio) on the NOTALONE APP or Social Media Platform that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person.

To protect your privacy, you agree that you will not submit any media that contains Personal Information (such as name, phone number, email address or web site URL) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.

By uploading any media on the NOTALONE APP or a Social Media Platform, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Do not post a picture or video of or with someone else unless you have their explicit permission.

These Terms and Conditions of Use strictly prohibits the posting or uploading of content or media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions of Use or our Privacy Policy.

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or NOTALONE APP.

By uploading any content or media in the NOTALONE APP or a Social Media Platform like a photo or video, (a) you grant to NOTALONE a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes NOTALONE to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify NOTALONE and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these the terms described in this document.

NOTALONE reserves the right to review all submissions, content and media to the NOTALONE APP and to remove any content or media for any reason, at any time, without prior notice, at our sole discretion and without any recompense to the submitter or poster.

By accessing and using our Public Areas and Social Media Platforms, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

1. Using a Public Area or Social Media Platform for any purpose in violation of local, state, national, or international laws;
2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by NOTALONE in its sole discretion;
4. Posting advertisements or solicitations of business;
5. After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
6. Posting chain letters or pyramid schemes;
7. Impersonating another person;
8. Distributing viruses or other harmful computer code;
9. Harvesting, scraping or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments;
10. Allowing any other person or entity to use your identification for posting or viewing comments
11. Posting the same note more than once or "spamming"; or
12. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area, Social Media Platform or the NOTALONE APP, or which, in the judgment of NOTALONE, exposes NOTALONE or any of its customers or suppliers or vendors to any liability or detriment of any type.

NOTALONE reserves the right (but is not obligated) to do any or all of the following:

1. Record the dialogue in Public Areas of the NOTALONE APP.
2. Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
3. Remove communications which are objectionable, abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
4. Terminate a user's access to any or all Public Areas and/or the NOTALONE APP upon any breach of these Terms and Conditions.
5. Monitor, edit, or disclose any communication in the Public Areas or on a Social Media Platform.
6. Edit or delete any communication(s) posted on NOTALONE APP or Social Media Platform, regardless of whether such communication(s) violate these standards.

NOTALONE or its licensors have no liability or responsibility to users of the NOTALONE APP or any other person or entity for performance or nonperformance of the aforementioned activities.

Notice and Takedown Procedures; and Copyright Agent

If you believe any materials accessible in the NOTALONE APP or Services infringe your copyright, or a copyright belong to a third party, you may request removal of those materials (or access thereto) from this web site by contacting NOTALONE's copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

NOTALONE's agent for copyright issues relating to the NOTALONE APP is as follows:

NOTALONE, Inc.
Attn: Chief Operating Officer
c/o Worldwide Incorporators, Ltd.
3411 Silverside Road
Tatnall Building, Suite 104
Wilmington, DE 19810 USA
Email: support@notalone.app

In an effort to protect the rights of copyright owners, NOTALONE may terminate, in appropriate circumstances, subscribers and account holders of the NOTALONE APP who are repeat infringers.

Trademarks

All NOTALONE trademarks, service marks, product and service names, and other corporate indicia are the property of NOTALONE, Inc. You agree not to display or use in any manner any of our trademarks, etc. without our prior permission.

Indemnity

You agree to defend, indemnify, and hold NOTALONE, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions of Use.

Jurisdiction; Applicable Law; Severability

You expressly agree that exclusive jurisdiction for any dispute with NOTALONE, or in any way relating to your use of the NOTALONE APP, or Services is with the federal or state courts the State of Delaware, United States. You further agree and expressly consent to the exercise of personal jurisdiction in the federal and state courts of the State of Delaware, United States, in connection with any such dispute including any claim involving NOTALONE or its affiliates, subsidiaries, employees, contractors, officers, directors, and content providers.

These Terms and Conditions of Use is governed by the laws of the State of Delaware, United States, but without reference to its conflict of laws principles. If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any provision in these Terms and Conditions of Use shall be deemed a waiver of these Terms and Conditions of Use in its totality, a further or continuing waiver of such provision or any other provision.

Complete Agreement

These Terms and Conditions of Use and our Privacy Policy constitute the entire agreement between you and NOTALONE with respect to the use of the NOTALONE APP, Services and Content.

General

NOTALONE registered location is in the State of Delaware, United States. If you access the NOTALONE APP, Services or Content from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Disclaimers, Liability, User Submissions, Indemnity, Jurisdiction, Applicable Law, and Complete Agreement.

Contacting NOTALONE

Please direct any questions or concerns regarding the NOTALONE APP, Services or Content to NOTALONE at:

NOTALONE, Inc.
Attn: Chief Operating Officer
c/o Worldwide Incorporators, Ltd.
3411 Silverside Road
Tatnall Building, Suite 104
Wilmington, DE 19810 USA
Email: support@notalone.app