

YODEL Terms of Service Agreement

Welcome to YODEL, operated by LARODA, LLC, an Ohio limited liability company (“YODEL,” “we,” or “our”). By using the website located at www.yodel.today, the related mobile website, the mobile application called YODEL (the “Mobile App”), and/or the software-as-a-service available for use at www.yodel.today (collectively, the “Software”), you agree to be bound by these Terms of Service (this “Agreement”), whether or not you register as a member of YODEL (“Member”). If you wish to become a Member and/or make use of the YODEL service (the “Service”), please read this Agreement. If you object to anything in this Agreement or the YODEL Privacy Policy, do not use the Software or the Service. This Agreement is subject to change by YODEL at any time, effective upon posting on the YODEL website. Your continued use of the Software and the Service following YODEL’s posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. Electronic Agreement.

This Agreement is an electronic contract that sets out the legally binding terms of your use of the Software and the Service. This Agreement may be modified by YODEL from time to time, such modifications to be effective upon posting by YODEL on the Software. By accessing and/or using the Software or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

2. Access and Retention.

In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

3. Eligibility.

You must be at least thirteen (13) years of age. By using the Software, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

4. Commercial Use of Service.

If you are using and/or accessing the Service on behalf of a company, entity, or organization (collectively, a “Subscribing Entity”), you represent and warrant that:

- a. You are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Terms of Service;
- b. You have read and understand this Terms of Service; and

c. You agree to this Terms of Service on behalf of the Subscribing Entity.

Illegal and/or unauthorized uses of the Service include, but are not limited to, collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Software attempting to impersonate another user or person, use of the Service in any fraudulent or misleading manner, any automated use of the system, such as scraping the Software, automated scripts, spiders, robots, crawlers, harvesting or data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service, and using the Service in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Service may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Service is with the permission of YODEL, which may be revoked at any time, for any reason, in YODEL's sole discretion.

5. License for Mobile Application

YODEL grants you, subject to your compliance with these Terms of Service, a limited, non-exclusive, non-transferable license to download and install a copy of the Mobile App. You may download the Mobile App on a single device (whether mobile or otherwise) to which you have exclusive control. We reserve all rights in and to the Mobile App which are not expressly granted to you under these Terms of Service.

You acknowledge and agree that new or updated versions of the Mobile App may include new or updated Terms of Service. Because new or updated versions of the Mobile App may include enhanced security or fixes to previous security-related problems, the failure to install the new version of the Mobile App may expose you to security risks, including without limitation a breach of your personal information.

6. Account Security.

You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify YODEL of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. YODEL will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if you have it linked to your YODEL account.

7. Your Use of the Software

a. You must not copy or capture, or attempt to copy or capture, any content from the Software or any part of the Software (the "Content"), unless given express permission by YODEL.

b. You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from the Service, except (i) where such Content is created and uploaded by you ("Your Content"), or (ii) as permitted under these Terms of Service.

c. You must not use any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Software's offering.

d. You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.

e. You must not employ any techniques or make use of any services, automated or otherwise, designed to misrepresent your activity on the Software, including without limitation by the use of

bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, add followers to your account, play Content, follow or unfollow other users, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Software.

f. You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Software or any Content appearing on the Software (other than Your Content).

g. You must not, and must not permit any third party to, copy or adapt the object code of the Software, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Software, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content other than Your Content.

h. You must not use the Software to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

- any Content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in YODEL's sole and reasonable discretion;
- any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
- any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in YODEL's sole and reasonable opinion;
- any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Software or servers or networks forming part of, or connected to, the Software, or which does or might restrict or inhibit any other user's use and enjoyment of the Software; or
- any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

i. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

j. You must not rent, sell or lease access to the Software, or any Content on the Software.

k. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.

l. You must not stalk, exploit, threaten, abuse or otherwise harass another user, or any YODEL employee. If we feel that your behavior towards any of our employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of any fees paid on the Software.

m. You must not sell or transfer, or offer to sell or transfer, any YODEL account to any third party without the prior written approval of YODEL.

n. You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.

o. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by YODEL; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of YODEL's servers, system or network or attempt to breach YODEL's data security or authentication procedures; attempt to interfere with the Software or the Services by any means including, without limitation, hacking YODEL's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of YODEL under these Terms of Service, YODEL reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions, and acknowledge and agree that YODEL has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Service. This may include taking court action and/or reporting offending users to the relevant authorities.

8. Membership; Pricing.

You may become a free Member of the Service at no cost. As a free Member, you will have the ability to participate in some, but not all, of the features and services available within the Service and/or have the ability to participate in such features and services for a limited period of time. In order to access additional features and services and/or to enjoy continuous use of additional features and services, you must become a paying subscriber to the Service. Please note that the billing policies that are disclosed to you in subscribing to the service are deemed part of this Agreement. Notwithstanding anything herein, you are solely responsible for all taxes associated with your use of the Software and/or Service.

9. Term.

This Agreement will remain in full force and effect while you use the Software and/or Service. If you resign or cancel your membership to YODEL, to help YODEL analyze and improve the Service, you may be asked to provide a reason for your resignation/cancellation. YODEL may terminate your membership for any reason by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to YODEL. If YODEL terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of any fees paid by you. All decisions regarding the termination of accounts shall be made in the sole discretion of YODEL. YODEL is not required to provide you notice prior to terminating your membership. YODEL is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

10. Charges on Your Billing Account for Subscription Plans.

a. General. YODEL bills you through an online account (your "Billing Account") for such charges. You agree to pay all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize YODEL to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. YODEL reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

b. Recurring Billing. Our subscription plans to the Service consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. YODEL may submit periodic charges (e.g. monthly) without further authorization from you, until you provide prior notice (confirmed in writing by YODEL) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before YODEL could reasonably act. You may cancel your paid membership or change your payment information in your account settings. For your convenience, we take your payment information so that your YODEL membership will not be interrupted. We auto-renew your membership at the level you selected. Your YODEL subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate (if applicable). To cancel, simply log into your account and follow the instructions for cancellation; alternatively, you may send us an email at support@YODEL.today. Please note that you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. If users are added to your teams, you will be charged a pro-rated percentage of a subscription equal to the remaining time before the next subscription renewal. If users are removed from your teams, your next invoice will be credited with a pro-rated amount equal to the remaining time before the next subscription renewal. You agree to pay for each user on your teams at the beginning of each billing cycle.

c. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY YODEL IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE YODEL ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT YODEL MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY YODEL).

d. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

e. Reaffirmation of Authorization. Your non-termination or continued use of the Service reaffirms that YODEL is authorized to charge your Payment Method. YODEL may submit those charges for payment and you will be responsible for such charges. This does not waive YODEL's right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to the Service.

f. In-App Purchases. By making in-app purchases, you agree to the iTunes Store Terms and Conditions and/or the Google Play Terms of Service. You agree that, when making any payment (a "Payment"), you will not engage in any illegal or unauthorized activity, including without limitation fraud, money laundering, conversion, or terrorist activity.

11. Modifications to Service.

YODEL reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that YODEL shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. Blocking of IP Addresses.

In order to protect the integrity of the Services, YODEL reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Software.

13. Content on YODEL

YODEL retains all proprietary rights in the Software and the Service. The Software contains the copyrighted material, trademarks, and other proprietary information of YODEL, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All Content on YODEL is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of YODEL and for YODEL Members' use only. Distribution of Content to others is strictly prohibited. You agree that YODEL would be irreparably harmed by any violation or threatened violation of this section and that, therefore, YODEL shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the Content appearing on YODEL may be supplied by third parties. YODEL has no responsibility for these third party websites nor for their Content, which is subject to and governed by the Terms of Service and/or privacy policies, if any, of the applicable third party content providers.

14. Restrictions on Use of Materials.

You acknowledge that YODEL contains Content (including, without limitation, audio, video, images and text) that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and YODEL owns a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on the Software are trademarks of their respective owners. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

15. Repeat Infringers

YODEL will suspend or terminate your access to the Software if YODEL determines, in its sole and reasonable discretion, that you have repeatedly breached these Terms of Service.

We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by YODEL at its sole discretion.

Please note that we do not offer refunds to Members or Users whose accounts are terminated as a result of repeated infringement of these Terms of Service.

16. Limitation of Liability.

In no event shall YODEL be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Software or Service, or use thereof. Nothing contained in this Software or in any written or oral communications from YODEL or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Software and the services provided by employees of the Software are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. YODEL makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Software's content or that the functionality of the Software will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of this Software and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL YODEL, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE SOFTWARE OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SOFTWARE, EVEN IF YODEL HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL YODEL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, SOFTWARE OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST DATA (INCLUDING WITHOUT LIMITATION DUE TO A SECURITY BREACH OR FAILURE), LOSS OF GOODWILL, COPYRIGHT INFRINGEMENT, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY OTHER DAMAGES OR LOSSES, EVEN IF YODEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of YODEL and sole remedy available to any Member in any case in any way arising out of or relating to the Agreement, Software or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$500.00 or the sum of any amount paid by the Member or user to YODEL during the six months prior to notice to YODEL of the dispute for which the remedy is sought.

17. Indemnity by You.

You agree to indemnify and hold YODEL, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

- a.** your use of the Service and/or Software in violation of this Agreement and/or arising from a breach of this Agreement including without limitation your representations and warranties set forth above;
- b.** any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Software, and/or your making available thereof to other users of the Software, and/or the actual use of Your Content by other users of the Software or related services in accordance with these Terms of Service and the parameters set by you with respect to the distribution and sharing of Your Content;
- c.** any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by the act or default of YODEL.

18. Attorney Fees.

In the event that YODEL is successful in whole or in part in any action or proceeding related to or arising from this Agreement, you shall be responsible for YODEL's attorneys' fees and costs.

19. Terms for the Mobile App for iOS

You acknowledge and agree that this Terms of Service is between you and YODEL only, and that Apple is not a party to these Terms of Service. YODEL, not Apple, is responsible for the Mobile App and its contents.

You must not use the Mobile App for iOS except on an Apple-branded product that is running iOS. Any use of the Mobile App by you must comply with the relevant Terms of Service for the Apple Source from which you obtained it (including, without limitation, the Usage Rules set forth in the Apple App Store Terms of Service). You acknowledge and agree that Apple does not have any obligation to furnish you with maintenance and/or support services with respect to the Mobile App.

You further acknowledge and agree that Apple is not responsible for addressing or resolving any claims by you or a third party relating to your use and/or possession of the Mobile App, including, but not limited to, warranty or liability claims, claims that the Mobile App fails to conform to a legal or regulatory requirement, consumer protection or similar claims, or claims that the Mobile App infringes the intellectual property rights of a third party (including, without limitation, trademark, copyright, and/or patent rights).

Any claims, losses, liabilities, damages costs or expenses relating to a failure to conform to any warranty shall be YODEL's responsibility, to the extent allowable by these Terms of Service. It is important that you read the entire Terms of Service, as other sections of these Terms of Service limit our liability.

Apple and its subsidiaries are third-party beneficiaries of these Terms of Service. By accepting these Terms of Service, you acknowledge and agree that Apple shall have the right (and will be deemed to have accepted that right) to enforce the Terms of Service against you as a third party beneficiary. Apple is the sole third party beneficiary and there are no other third-party beneficiaries of the Terms.

20. Parental or Guardian Permission

Some of the Content on the Software may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THE SOFTWARE UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT. INDIVIDUALS UNDER THE AGE OF 13 ARE NOT PERMITTED TO SUBSCRIBE TO OUR FEE-BASED SERVICES OR GIVE YODEL THEIR EMAIL ADDRESS OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION.

21. Privacy.

Use of the Software and/or the Service is also governed by our Privacy Policy, located at <https://YODEL.today/privacy-policy>.

22. Jurisdiction and Choice of Law; Dispute Resolution.

If there is any dispute arising out of the Software and/or the Service, by using the Software and/or Service, you expressly agree that any such dispute shall be governed by the laws of the State of Ohio, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Ohio, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of Ohio with the same force and effect as if such service had been made within the State of Ohio. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been affected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable,

that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

23. No Class Action.

Except where prohibited by law, as a condition of using the Software and/or Service, you agree that any and all disputes, claims and causes of action arising out of or connected with the Software and/or Service, shall be resolved individually, without resort to any form of class action, in the courts of the State of Ohio, County of Licking, or in the U.S. District Court for the Southern District of Ohio.

24. No Third Party Beneficiaries.

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

25. Availability Outside the U.S.

If you access YODEL from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Software from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

26. Entire Agreement

This Agreement contains the entire agreement between you and YODEL regarding the use of the Software and/or the Service.

27. Severability; Waiver

If any provision of this Agreement 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 this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, YODEL's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect YODEL's ability to enforce such term at any point in the future.

28. Headings

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Please contact us with any questions regarding this agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

YODEL Privacy Policy

YODEL, operated by LARODA, LLC, an Ohio limited liability company, (“YODEL,” “we,” or “our”) recognizes the importance of your personal privacy. Therefore, we have created this Privacy Policy so that you know how we use and disclose your information when you make it available to us. The Privacy Policy below discloses our practices regarding information collection and usage for the website located at www.yodel.today, the related mobile website, and the mobile application called YODEL (the “Mobile App”) (collectively, the “Software”) and the service thereon (the “Service”).

By using or accessing the Software or the Service or participating in our services, you signify your agreement to be bound by our Privacy Policy. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY YOU MAY NOT ACCESS OR OTHERWISE USE OUR SERVICE OR PARTICIPATE IN OUR SERVICES.

Key aspects of our privacy practices described in this Privacy Policy include the following explanations:

- The information we collect and why we collect it;
- How we use that information;
- How we share information; and
- The choices we offer.

Personally Identifiable Information That We Collect:

We do not collect personally identifiable information from you unless you voluntarily provide it to us. You may be required to submit certain personally identifiable information when you register on the Service. The personally identifiable information which you may provide to us could include, without limitation:

- Your name;
- Your contact information (including address, email address and phone number);
- Payment information; and
- Other personally identifiable information.

Non-Personal or Aggregate Information That We Collect:

When you access our Service or use the YODEL services, we may automatically collect non-personally identifiable information from you, such as IP host address, web pages viewed, browser type, operating system, referring service, search information, device type, page views, usage and browsing habits on the Service and similar data. We may also aggregate demographic information collected from our users (such as the number of users in a particular state) in a manner which does not identify any one individual. We may also aggregate information collected offline in connection with the Service or use of our services, obtain non-personally identifiable information from third party sources and develop aggregate anonymous information from previously collected personally identifiable information.

It is possible at times when collecting non-personally identifiable information through automatic means that we may unintentionally collect or receive personally identifiable information that is mixed in with the non-personally identifiable information. While we will make reasonable efforts to prevent such incidental data collection, the possibility still exists. If you believe that we have inadvertently collected your personal information, please notify us at support@yodel.today.

Information Usage:

We will only use your personally identifiable information as described below, unless you have specifically consented to another type of use, either at the time the personally identifiable information is collected from you or through some other form of consent from you or notification to you:

- We may share your personally identifiable information collected in connection with providing the Service.
- We may use your personally identifiable information to respond to your inquiries or requests.
- We may use your personally identifiable information to send you emails from time to time about our services, but we will not provide your personally identifiable information to third parties for them to contact you directly unless otherwise permitted by this Privacy Policy or you provide your consent.
- We may permit our vendors and subcontractors to access your personally identifiable information, but they are only permitted to do so in connection with performing services for us. They are not authorized by us to use the information for their own benefit.
- We may share your personally identifiable information with third parties to further the purpose for which you provided such information to us. For example, but without limitation, we may share your information with our email vendor, as necessary for sending emails to you; or with our payment processor, as necessary for processing your purchases made online via the Service. **We urge you to read the privacy practices of any third parties before submitting any personal information through the Service.**
- We may disclose personally identifiable information as required by law or legal process.
- We may disclose personally identifiable information to investigate suspected fraud, harassment or other violations of any law, rule or regulation, or the terms or policies for our services or our sponsors.
- We may transfer your personally identifiable information in connection with the sale or merger or change of control of YODEL or the division responsible for the services with which your personally identifiable information is associated.
- We may share your personally identifiable information with an affiliate of YODEL who is in the same corporate family as us as long as their privacy practices are substantially similar to ours.

Non-personally-identifiable or aggregate personally identifiable information may be used by us for any purposes permitted by law and may be shared with any number of parties, provided that such information shall not specifically identify you.

Cookies and Similar Technologies:

“Cookies” are pieces of information that may be placed on your computer and mobile device by a service for the purpose of facilitating and enhancing your communication and interaction with that service. Many services use cookies for these purposes. We may use cookies (and similar items such as clear gifs, web beacons, tags, etc.) on our Service to customize your visit and for other purposes to make your visit more convenient or to enable us to enhance our Service. We may also use and place cookies (and similar items) on your computer and/or mobile device from our third party service providers in connection with the Service, such as an analytics provider that helps us manage and analyze Service usage, as described more fully below. In addition, our advertisers and business partners may set cookies and similar items on your computer and/or mobile device when you use our Service. You may stop or restrict the placement of cookies on your computer and/or mobile device or clear them from your browser by adjusting your web browser preferences, in which case you may still use our Service, but it may interfere with some of its functionality. Cookies and similar items are not used by us to automatically retrieve personally identifiable information from your computer without your knowledge.

If you delete your cookies, change browsers or use a different cookie, our cookie (or an opt-out cookie) may no longer work and you will have to reinput (or opt-out) again.

Analytics and Conversion Tracking:

We use analytics services (the “Analytics Services”) that use cookies, javascript and similar technologies to help us analyze how users use the Service. The information generated by the Analytics Services about your use of the Service (including your IP address or a truncated version of your IP address) is transmitted to and stored by analytics service providers on their servers. Those service providers will use this information for the purpose of evaluating your, and other users’, use of the Service, compiling reports for us on website activity and providing other services relating to website activity and Internet usage.

We may collect information about your computer, including your IP address, operating system and browser type, for system administration and in order to create reports. This is statistical data about our users’ browsing actions and patterns, and does not identify any individual.

The Analytics Services may use first-party cookies to track visitor interactions as in our case, where they are used to collect information about how visitors use our site. We may then use the information to compile reports and to help us improve our site.

Cookies contain information that is transferred to your computer’s hard drive. These cookies are used to store information, such as the time that the current visit occurred, whether the visitor has been to the site before and what site referred the visitor to the web page.

The Analytics Services collect information anonymously. They report website trends without identifying individual visitors. You can opt out of the Analytics Services without affecting how you visit our site. For more information on opting out of being tracked by the Analytics Services, send an email to support@yodel.today requesting further information.

Security:

The security of your personally identifiable information is very important to us. When we collect your personally identifiable information online, we use reasonable efforts to protect it from unauthorized access. However, due to the inherent open nature of the Internet, we cannot guarantee that your personally identifiable information will be completely free from unauthorized access by third parties such as hackers and your use of our Service and YODEL services demonstrates your assumption of this risk. We have put in place reasonable physical, electronic, and managerial procedures to safeguard the information we collect. Only those employees who need access to your information in order to perform their duties are authorized to have access to your personally identifiable information. For more information on protecting your privacy, please visit www.ftc.gov/privacy.

Information That You Voluntarily Provide:

Any information that you upload into the Software will be stored on the Software for your own use. For example, any calendar information that you upload will be stored on the Software so that you have access to it. We will not use this information for our own purposes, except that we may aggregate such information in an anonymous manner in accordance with this Privacy Policy.

You should be aware that personally identifiable information which you voluntarily include and transmit online in a publicly accessible blog, chat room, social media platform or otherwise online, or that you share in an open forum such as an in-person panel or survey, may be viewed and used by others without any restrictions. We are unable to control such uses of your personally identifiable information, and by using such services you assume the risk that the personally identifiable information provided by you may be viewed and used by third parties for any number of purposes.

If you choose to connect with a social networking service, such as Facebook, we may share information with that service, and that service may share information about you with us.

Protection for Children:

We generally do not collect personally identifiable information from children under the age of 13. If at any time in the future we plan to collect personally identifiable information from children under 13, such collection and use, to the extent applicable, shall, when required, be done in compliance with the Children's Online Privacy Protection Act ("COPPA") and appropriate consent from the child's parent or guardian will be sought where required by COPPA. When we become aware that personally identifiable information from a child under 13 has been collected without such child's parent or guardian's consent, we will use all reasonable efforts to delete such information from our database.

Other Services:

As a convenience to you, we may provide links to third-party Services from within our Service. We are not responsible for the privacy practices or content of these third-party sites. When you link away from our Service, you do so at your own risk.

Changes to this Privacy Policy:

We reserve the right, at our discretion, to change, modify, add, or remove portions from this Privacy Policy at any time. However, if at any time in the future we plan to use personally identifiable information in a way that materially differs from this Privacy Policy, including sharing such information with more third parties, we will post such changes here and provide you the opportunity to opt-out of such differing uses. Your continued use of the Service and our services following the posting of any changes to this Privacy Policy means you accept such changes.

Opt-Out Process:

To unsubscribe or opt-out from emails, you may click the "unsubscribe" link in any email and we will process your request within a reasonable time after receipt. However, we are not responsible for, and in some cases we are incapable of, removing your personally identifiable information from the lists of any third party who has previously been provided your information in accordance with this Privacy Policy or your consent. You should contact such third parties directly. If you would like to update or correct any personally identifiable information that you have provided to us, please email us at support@yodel.today and once we confirm your information, we will update such information within a reasonable amount of time.

Communications with YODEL:

By providing your email address to us, you expressly consent to receive emails from us. We may use email to communicate with you, to send information that you have requested or to send information about other products or services developed or provided by us or our business partners, provided that, we will not give your email address to another party to promote their products or services directly to you without your consent or as set forth in this Privacy Policy.

By providing your phone number to us, you expressly consent to receive phone calls and/or text messages from us. We will not give your phone number to another party to promote their products or services directly to you without your consent or as set forth in this Privacy Policy.

Any phone calls and/or text messages delivered to your phone or device may cause you to incur extra data, text messaging, or other charges from your wireless carrier. MESSAGE AND DATA RATES MAY APPLY. You are solely responsible for any carrier charges incurred as a result of phone and/or text communications from YODEL.

By using the Mobile App, you expressly consent to receive in-app/push notifications from us.

Any communication or material you transmit to us by email or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and

nonproprietary. Except to the extent expressly covered by this Privacy Policy, anything you transmit or post may be used by us for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, you expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us, as well as any data developed using the content of such communication, without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

No Rights of Third Parties:

This Privacy Policy does not create rights enforceable by third parties, nor does it require disclosure of any personal information relating to users of the Service.

Service Terms of Use:

Use of this Service is governed by, and subject to, the Terms of Use located at <https://yodel.today/terms-of-service>. This Privacy Policy is incorporated into such terms. Your use, or access, of the Service constitutes your agreement to be bound by these provisions. IF YOU DO NOT AGREE TO THESE TERMS OF USE YOU MAY NOT ACCESS OR OTHERWISE USE THE SERVICE.

United States of America:

Some or all of our servers may be maintained in the United States of America. By using the Service or participating in YODEL services, you freely and specifically give us your consent to export your personally identifiable information to the U.S. and to store and use it in the U.S. as specified in this Privacy Policy. You understand that data stored in the U.S. may be subject to lawful requests by the courts or law enforcement authorities in the U.S.

Governing Law:

This Privacy Policy and our legal obligations hereunder are subject to the laws of Ohio, U.S., regardless of your location. You hereby consent to the exclusive jurisdiction of and venue in the federal and state courts located in Licking County, Ohio, U.S., in all disputes arising out of or relating to the Services.

Contact:

For questions or concerns relating to privacy, we can be contacted at: support@yodel.today.

Effective Date:

This Privacy Policy was last updated on February 22, 2018.