

SAYGE TERMS OF USE

The following terms apply to Sayge's website and related services. When we refer to "Sayge" "we" or "us" in this Privacy Policy, we mean Sayge Inc., developer and operator of Sayge's website and related services (the "Services").

PLEASE READ THESE CONDITIONS CAREFULLY BEFORE USING SAYGE SERVICES. BY USING SAYGE SERVICES, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE.

Sayge reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms at any time. All changes are effective immediately when posted. Sayge will notify you when any material changes, modifications or additions to these Terms of Use. Your continued use of the Sayge services means that you accept and agree to these changes. You will be subject to the terms and conditions, policies and Terms of Use in force at the time that you use the Sayge Services. Sayge suggests that you review these Terms of Use from time to time. If any of these Terms of Use are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not be part of this Agreement.

1. PRIVACY.

Please review our Privacy Policy which governs your use of Sayge services to understand our practices. Any personal data (for example, your name, address, telephone number, or email address) you transmit to the site by electronic mail or otherwise, will be used in accordance with Sayge's privacy policy.

2. COPYRIGHT, TRADEMARKS, AND DATABASE RIGHTS

The Site contains copyrighted material, trademarks and proprietary research of Sayge including but not limited to text, software, photos, video, graphics, music and sound, and the entire contents of the Site are copyrighted as a collective work under United States and international copyright, authors' rights and database right laws. All rights reserved. Accordingly, international and domestic laws and penalties guaranteeing patent, copyright, trademark and trade secret protection safeguard the ideas, concepts, and recommendations related within this site.

Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Sayge and/or the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Any reference whatsoever to the Sayge articles, reports and graphs, in whole or in part, on any webpages must provide a link back to the original content in its entirety. Except as

expressly provided herein, the transmission of this content shall not be construed to grant a license of any type under any copyright or trademarks owned or controlled by Sayge.

You are advised that Sayge aggressively enforces its intellectual property rights to the fullest extent of the law.

3. YOUR ACCOUNT

To access some Sayge services or content, you may be asked to create an account. You are responsible for maintaining the confidentiality of your account and password. You are responsible for all acts or omissions that occur while your password or account is used. You may not use the Sayge Site, or any Sayge Site content for any unlawful purpose. You agree to notify Sayge immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit your account at the end of each session. Sayge is not liable for any loss or damage arising from your failure to protect your password or account information. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account at Sayge's sole discretion, and Sayge may refer you to appropriate law enforcement agencies.

4. USER CONTENT

The Site may contain comments sections, discussion forums, or other interactive features ("Interactive Areas") in which you may post or upload user-generated content, including but not limited to comments, video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. Interactive Areas are available for individuals aged 16 years or older. By submitting User Content to an Interactive Area, you represent that you are 16 years of age or older and, if you are under the age of 18, you either are an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms of Use, submit content, participate on the Site, and fulfill the obligations set forth in these Terms of Use, which forms a binding contract between you and Sayge.

By submitting any User Content or participating in an Interactive Area within or in connection with the Site, you agree to abide by the following rules of conduct.

Rules of Conduct for User Content

You agree not to upload, post or otherwise transmit any User Content that:

- violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others.
- you know to be false, misleading or inaccurate.
- contains blatant expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity.

- contains or advocates pornography or sexually explicit content, pedophilia, incest, bestiality, or that is otherwise obscene or lewd.
- violates any law or advocates or provides instruction on dangerous, illegal, or predatory acts, or discusses illegal activities with the intent to commit them.
- advocates violent behavior.
- poses a reasonable threat to personal or public safety.
- contains violent images of killing or physical abuse that appear to have been captured solely, or principally, for exploitive, prurient, or gratuitous purposes.
- is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by Sayge, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Site.
- does not generally pertain to the designated topic or theme of any Interactive Area.
- contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

You agree not to engage in activity that would constitute a criminal offense or give rise to a civil liability.

You agree that if necessary, you have the consent of each and every identifiable natural person in any submission to use such persons name or likeness in the manner contemplated by the Site.

You agree not to impersonate any person or entity, including, but not limited to, Sayge or any Sayge employee, or falsely state or otherwise misrepresent your affiliation with any person or entity.

You agree not to represent or suggest, directly or indirectly, Sayge's endorsement of User Content.

You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about the Site users or posting private information about a third party.

You agree not to upload, post or otherwise transmit any User Content, software or other materials which contain a virus or other harmful or disruptive component.

You agree not to interfere with or disrupt the Site or the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site, use the Site, or access to the Site.

Any conduct that in Sayge's sole discretion restricts or inhibits anyone else from using or enjoying the Site will not be permitted. Sayge reserves the right in its sole discretion to remove or edit User Content by you and to terminate Your Account for any reason.

Sayge does not vouch for the accuracy or credibility of any User Content, and does not take any responsibility or assume any liability for any actions you may take as a result of reading User Content posted on the Site. Through your use of Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using Interactive Areas, you assume all associated risks.

Monitoring

Sayge shall have the right, but not the obligation, to monitor User Content posted or uploaded to the Site to determine compliance with these Terms of Use and any operating rules established by Sayge and to satisfy any law, regulation or authorized government request. Although Sayge has no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Site, Sayge reserves the right, and has absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Site at your sole cost and expense. In addition, Sayge may share personally identifiable information in response to a law enforcement agency's request, or where we believe it is necessary, or as otherwise required or permitted by law. See Sayge's Privacy Statement.

The decision by Sayge to monitor and/or modify User Content does not constitute nor shall it be deemed to constitute any responsibility or liability in any manner on the part of Sayge in connection with or arising from use by you of Interactive Areas on the Site.

License of User Content

By submitting User Content to the Site, you automatically grant Sayge the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties. You represent and warrant to Sayge that you have the full legal right, power and authority to grant to Sayge the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms of Use, or infringe upon any rights, including the right of privacy or right of publicity, constitute a libel or slander against, or violate any common law or any other right of,

or cause injury to, any person or entity.

No Obligation

User Content submitted by you will be considered non-confidential and Sayge is under no obligation to treat such User Content as proprietary information except pursuant to the Sayge's Privacy Statement. Without limiting the foregoing, Sayge reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. Sayge is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to Sayge. Sayge shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

5. REPRESENTATIONS, WARRANTIES, AND LIMITATIONS OF LIABILITY

THE SERVICE AND ALL MATERIALS INCLUDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY SESSION THAT YOU ATTEND VIA THE SERVICE, OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SERVICE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE SERVICE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE SERVICE AND ANY OF THE CONTENT OR FEATURES INCLUDED THEREIN, INCLUDING THE PRICES AND ACCESS RULES FOR ANY FUNCTIONALITY, AT ANY TIME WITHOUT NOTICE. THE CONTENT INCLUDED ON THE SERVICE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT.

THE USE OF THE SERVICE OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY CLASS, PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE SERVICE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR

AFFILIATES.

Content available through the Service or presented at any session represents the opinions and judgments of a coach. Though we make every effort to contract with the highest quality coaches, we do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by coaches.

You understand and agree that temporary interruptions of the Service may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the Service is provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT SHALL WE OR ANY OTHER SAYGE PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICE.

FURTHER, NEITHER WE, NOR ANY OTHER SAYGE PARTY, SHALL BE LIABLE IN ANY WAY FOR ANY CLASS OR OTHER THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THE SERVICE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH OTHER USERS OF THE SITE, INCLUDING WITHOUT LIMITATION ANY TRANSACTION BETWEEN A YOU AND YOUR COACH.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and the other Sayge Parties harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your violation of these Terms of Service or any of the other Governing Documents, or other negligent or wrongful conduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

6. THIRD PARTY SITES

Some of Sayge's sites contain links to other sites whose information practices may be different from Sayge's. You should consult the other site's privacy notices, as Sayge makes no warranties regarding the information that is submitted to, or collected by other sites.

7. APPLICABLE LAW

You agree that the Service shall be deemed a passive interactive service based solely in New York and shall not give rise to personal jurisdiction over Sayge, either specific or general, in jurisdictions other than New York. These Terms of Service, together with the Privacy Policy and the other Governing Documents, shall all be governed and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles. You agree that any legal action or proceeding between Sayge and you for any purpose concerning these Terms of Service, the Privacy Policy, the other Governing Documents or your use of the Service shall be brought exclusively in a federal or state court of competent jurisdiction sitting in New York, New York.

Any cause of action or claim you may have with respect to any of the foregoing matters must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

8. ARBITRATION PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Sayge agree that any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section). Our arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and Sayge are each waiving the right to trial by jury or to participate in a class action. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

These Terms of Service, together with the Privacy Policy and the other relevant agreements, constitute the entire agreement between you and Sayge concerning the Service and the services provided by Sayge. If any provision of any such document is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect. Sayge's failure to insist upon or enforce strict performance of any provision of these Terms of Service or any of the other agreements shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of

these Terms of Service. Sayge may assign its rights and duties under these Terms of Service or any of the other Governing Documents to any party at any time without notice to you.

Most communication between Sayge and you will be sent and received electronically. You agree that all electronic communication between Sayge and you shall satisfy any legal requirements that such communications be in writing.

Any rights of Sayge not expressly granted herein are reserved.

9. SAYGE CONTACT DETAILS

Sayge, Inc.
77 Sands St, 6th floor, Brooklyn, NY 11201
support@hellosayge.com

10. TERMINATION

You may terminate your Sayge account at any time by discontinuing use of the Sayge Sites. Sayge may cancel or terminate any Sayge offering at any time without notice. In the event of such termination, access to the part of the Sayge offering affected by such cancellation or termination is no longer authorized. The restrictions imposed with respect to material downloaded from Sayge Sites, and the disclaimers and limitations of liabilities set forth in this Terms of Use Agreement, shall survive such cancellation or termination. This includes but is not limited to trademark and copyright protections.

Sayge may terminate or suspend these Terms of Use at any time without notice to you. Without limiting the foregoing, Sayge shall have the right to immediately terminate Your Account in the event of any conduct by you which Sayge, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of these Terms of Use.

11. CHILDREN

You must reach the age of majority in your country/region of residence in order to engage with Services from Sayge.

12. MISCELLANEOUS

This Terms of Use Agreement, in addition to the Privacy Policy applicable to the product or services you are purchasing, constitutes the entire agreement between you and Sayge and supersedes all previous and contemporaneous agreements, proposals, and communication, whether written or oral.

No waiver of any term of this Terms of Use Agreement shall be deemed a further or continuing waiver of such term or any other term.