

TERMS OF SERVICE

Last modified: August ____ 2021

This document sets forth the terms of service (the “Terms of Service”) for the products and services, including but not limited to any related software applications (sometimes referred to as “apps”), data, SMS, APIs, email, chat and telephone correspondence, buttons, widgets and ads (collectively, all of these items shall be referred to herein as the “Services”) offered by Melonseed, LLC. The Services are offered to you conditioned upon your acceptance of the terms, conditions, and notices set forth below (collectively, this “Agreement”). By accessing or using the Services, you agree to be bound by this Agreement and represent that you have read and understood its terms. Please read this Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, you are not authorized to use the Services. If you have a Melonseed account and wish to terminate this Agreement, you can do so at any time by closing your account and no longer accessing or using the Services.

Any information, text, links, graphics, photos, audio, videos, data, code or other materials or arrangements of materials that you can view, access or otherwise interact with through the Services shall be referred to as “Content.” The terms “we,” “us,” “Melonseed’s” and “Melonseed” refer to Melonseed LLC, a Georgia corporation located in the United States of America (“Melonseed”). “Services” as defined above refers to those provided by Melonseed or its corporate affiliates (Melonseed and such entities may be collectively referred to as the “Melonseed Companies”).

The term “you” refers to the individual, company, business organization, or other legal entity using the Services and/or contributing Content to them. The Content that you contribute, submit, transmit and/or post to or through the Services may be referred to, variously, as “your Content” and/or “Content you submit.”

Melonseed may change or otherwise modify this Agreement in the future in accordance with the terms and conditions herein, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to this Agreement at the bottom of this Agreement, and any revisions will take effect upon posting. We will notify registered users of Melonseed’s Services (such registered users to be referred to as “Account Holders”) of material changes to these terms and conditions by either sending a notice to the email address associated with the Account Holder’s profile or by placing a notice on Melonseed’s websites. Be sure to return to this page periodically to review the most current version of these Terms of Service.

USE OF THE SERVICES

The Services are made available for use only by individuals searching for employment openings, or services or information related to their personal employment or job search (“Job Seekers”), by individuals and/or organizations seeking information related to hiring or human resources, seeking Job Seekers, or seeking to make available information regarding employment openings, on their behalf or other’s behalf, including but not limited to agencies purchasing for multiple parties and

employment agencies (“Employers”). As a condition of your use of the Services, you warrant that (i) all information supplied by you via and/or in conjunction with the Services to Melonseed is true, accurate, current and complete, (ii) if you are an Account Holder, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (iii) you are 16 years of age or older (in some jurisdictions, local laws may have an older age requirement) in order to register for an account, use the Services and contribute to Melonseed’s websites, and (iv) you possess the legal authority to enter into this Agreement and to use the Services, including Melonseed’s websites in accordance with all terms and conditions herein.

We retain the right at Melonseed’s sole discretion to deny anyone access to the Services, at any time and for any reason, including, but not limited to, for violation of this Agreement. By using the Services, including any products or services that facilitate the sharing of Content to or from third-party sites, you understand that you are solely responsible for any information that you share with Melonseed. You may access the Services solely as intended through the provided functionality of the Services in accordance with and as permitted under these Terms of Service.

Copying, transmission, reproduction, replication, posting or redistribution of (a) Content or any portion thereof and/or (b) the Services more generally is strictly prohibited without the prior written permission of Melonseed. To request permission, please direct your request to:

Melonseed LLC
3015 Windward Plaza
Suite 120,
Alpharetta, Georgia 30005

In order to access certain features of the Services, you will need to become an account holder (an “Account Holder”) by creating an account. When you create an account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account, including your interaction and communication with others, and you will be solely responsible for safeguarding your account. Towards this end, if you are an Account Holder, you agree to keep your contact information up to date.

If you are creating a Melonseed account for commercial purposes and are accepting this Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to this Agreement, in which case the words “you” and “your” as used in this Agreement shall refer to such entity and the individual acting on behalf of the company shall be referred to as a “Business Representative.”

Through your use of the Services, you may encounter links to third-party sites and apps or be able to interact with third party sites and apps. This may include the ability to share Content from the Services, including your Content, with such third-party sites and apps. Please be aware that third-party sites and apps may publicly display such shared Content. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where

Melonseed provide details of fees or charges for such third-party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that Melonseed is in no way responsible or liable for any such third-party sites or apps.

Some Content you see or otherwise access on or through the Services is used for commercial purposes. You agree and understand that Melonseed may place advertising and promotions on the Services alongside, near, adjacent, or otherwise in close proximity to your Content (including, for video or other dynamic content, before, during or after its presentation), as well as the Content of others.

TERMS OF SERVICE APPLICABLE TO JOB SEEKERS

The following terms and conditions apply to all Account Holders who access or use the Services for the purpose of seeking to apply for job openings (“Job Seekers”). By utilizing the Services, Job Seekers indicate their acceptance to this Agreement. For purposes of this section of the Melonseed Terms of Service, all references to “you” or “your” shall mean you, the individual accessing this Services in your capacity as a Job Seeker.

Melonseed may make available job listings or job ads (“Job Listings” or “Job Ads”) advertising employment opportunities and other job-related content, including links to third-party websites, through Melonseed’s search results or otherwise through the Services. Job Ads are created and provided by third parties over whom Melonseed exercises no control; you acknowledge and understand that Melonseed has no control over the content of Job Ads, links to or from Job Ads, or any conditions third parties might impose once a Job Seeker has submitted an application or left the Services. If you leave the Melonseed Services and choose to enter a third-party website, you accept any terms and conditions imposed by that third-party. Employer websites may have conversion trackers or other functionality provided by Melonseed, which informs us that an application has been completed on an Employer site. An Employer who installs such functionality is required under this Agreement to provide any notice, and obtain any prior consent, that may be required by applicable law. However, you acknowledge and agree that Melonseed has no control over such an Employer or its website. You agree to Melonseed’s use of and receipt of information from any such conversion tracker functionality. Melonseed has no obligation to screen any Job Ads, or to include any Job Ads in its search results or other listings, and may exclude or remove any Job Ads from the Services or your search result for any or no reason. You understand and agree that Melonseed has no obligation to present you with any or all Job Ads. We cannot confirm the accuracy or completeness of any Job Ad or other information submitted by any Employer or other user, including the identity of such Employer or other user. Melonseed assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any Job Ads, screener questions and responses, and assessments. Additionally, Melonseed may provide search options to narrow down Job Ads search results by job type categories, and such categories are created independently and entirely by Melonseed, and may not directly or accurately reflect the content of the Job Ads. Melonseed may reformat Job Listings so that you may read them more clearly on a mobile phone. Placement of a Job Ad on a certain page is not a representation regarding the nature of the role for legal purposes. You are not permitted to use Melonseed’s Services or its content for commercial purposes other than those

specifically permitted under these Terms of Service, i.e. for the purpose of searching for employment openings or opportunities and/or seeking information for your personal employment search. If Melonseed provides functionality to call a telephone number contained in a Job Ad using the phone app on a mobile device, Melonseed cannot guarantee that the extracted phone number is the correct phone number for the Employer or for the Job Ad you are viewing.

As stated above, Melonseed may provide you with links to third party sites that offer you services for your use or benefit. We may stop offering any such third-party sites or services at any time. **If you choose to use such third-party sites or services, you enter into an agreement with such third party alone at your own risk.** When entering into an agreement with such parties, you are giving them your data directly and your rights and their obligations are determined by their privacy policies and terms of service. **We are not responsible for any content or services provided by these third-parties and disclaim all liability from anything that may occur when you utilize such third parties. We are additionally not responsible for any payment that may be asked of you by such third-party. You will be notified on the site that these are third-party sites and services, and not Melonseed.**

Third-party sites may include, but are not limited to, background check services offered and performed by a third party (each a “Third-Party Background Check Service”). Melonseed may provide you with access to a link to this service in the form of permitting a Job Seeker to request your own background check or permitting an Employer to request a background check of a Jobseeker. If you choose to use this link and these services, you are contracting directly with the Third-Party Background Check Service, and Melonseed is not a party to this contract. Please note (and you acknowledge by accessing the apps and utilizing the Services) that Melonseed cannot and does not assemble, access, view, analyze, manipulate, alter, evaluate or store the background check reports provided by any Third-Party Background Check Service to you or to any other Melonseed user. Please note that Melonseed operates solely as a technical conduit, allowing the transmission of background checks sent by a Third-Party Background Check Service to you. Further, you agree to fully indemnify and defend Melonseed for any claims arising out of your use of a Third-Party Background Check Service’s services or a background check provided to you by a Third-Party Background Check Service.

BY UTILIZING MELONSEED’S SERVICES, YOU AGREE THAT MELONSEED IS NOT RESPONSIBLE FOR EMPLOYER CONTENT THAT INCLUDES, BUT IS NOT LIMITED TO, THE EMPLOYER’S JOB APPLICATION, MESSAGES, SCREENER QUESTIONS, BACKGROUND CHECKS, SKILLS ASSESSMENTS OR THEIR FORMAT OR METHOD OF DELIVERY, AND THAT MELONSEED CAN NOT AND DOES NOT GUARANTEE RECEIPT OF YOUR APPLICATION BY THE EMPLOYER, OR YOUR RECEIPT OF MESSAGES FROM THE EMPLOYER. PLEASE NOTE THAT MELONSEED DOES NOT CHOOSE THE QUESTIONS ASKED BY EMPLOYERS OR DECIDE THE JOB QUALIFICATION CRITERIA OF EMPLOYERS. If you require alternative methods of screening or application you must approach the Employer directly to request such, as Melonseed is not responsible for the Employer application or hiring process. If questions are labeled as “optional,” indicating only that the application may be submitted to the Employer without providing an answer, Melonseed cannot guarantee that the Employer will consider such an

application or make a particular determination with regard to such an application. Melonseed may inform Job Seekers that an Employer's requirement from a job description does not appear to be present on a resume or application; this information is presented without warranty and Melonseed does not guarantee that updating a resume or application will result in any job offer. Melonseed does not guarantee or warrant the identity of an Employer or any individuals working for any Employers, and cautions Job Seekers when applying to jobs that Job Seeker assumes all risks with respect to their interactions with Employer(s). Melonseed cannot make any guarantee regarding health and safety measures in an Employer's hiring or interviewing process. **Job Seekers are solely responsible for verifying the accuracy of any Employer or job offer, as Melonseed does not guarantee the validity of a job offer.**

Please note that Melonseed does not act as an employment or staffing agency by offering its Services. By using Melonseed, you acknowledge and agree that Melonseed is not procuring employees for Employers or procuring opportunities to work for Job Seekers. Melonseed merely provides Services enabling Employers and Job Seekers to exchange certain information. The sole responsibility for the content of any information, any requests for interviews or offers made, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of Melonseed Services, lies solely and exclusively with Employers or Job Seekers, as applicable. Melonseed does not and cannot guarantee that you or any Job Seeker using the Services will receive a *bona fide* job offer at any time, as Melonseed does not control and is not part of any hiring process.

As a Job Seeker, you agree that any rights you have under any applicable employment, equality or discrimination laws, the US Fair Credit Reporting Act, any corresponding state laws, or any similar laws regulating consumer or credit reporting agencies in other countries, may only be asserted against the Employer.

Melonseed is not a third-party beneficiary of or liable for any agreements between an Employer and Job Seeker, regardless of whether or not Melonseed receives a fee from the Employer in connection with the transaction. Melonseed will not be liable for any costs or damages arising out of or related to such transaction. Melonseed assumes no responsibility, and disclaims all liability, for the content, accuracy, validity, completeness, legality, reliability, or availability of the Services.

TERMS OF SERVICE APPLICABLE TO EMPLOYERS

The following terms and conditions apply to all Account Holders who access or use the Services for the purpose of making available information regarding employment openings ("Employer(s)"), whether on their own behalf or other's behalf, including but not limited to agencies acting on behalf of multiple parties. By utilizing the Services, the Employers indicate their acceptance to this Agreement. For purposes of this section of Melonseed's Terms of Service, all references to "you" or "your" shall mean you, the individual or organization accessing this Site in your capacity as an Employer.

By using our Services, you are providing information to Melonseed and requesting and authorizing us to make available such information to the applicable Job Seeker(s). You acknowledge that you are responsible for the contents of your emails, application form, screener questions or their format,

company pages that you create, any Job Listings that you post, and any messages that you send through Melonseed or otherwise, and agree that Melonseed is not responsible for such content and disclaims all liability for such content, including as to whether such content is legal. You agree that Melonseed may reject or remove any Job Listing, any part of any Company Page, or any questions for Job Seekers for any or no reason. Melonseed further does not guarantee delivery, your receipt of the Job Seeker's emails or application materials, or that there will be no mistakes in the transmission or storage of the data. You are solely responsible for checking your Employer dashboard to view job applications and other information. Any notifications, such as emails, you may receive about applications or other activities, are provided solely as a courtesy to you and you should not rely on them.

You shall indemnify, defend and hold harmless Melonseed, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of any company page created or claimed by you, or any Job Listing or screener questions (or answers thereto) posted by you, or any message sent by you (including any questions for Job Seekers contained in any of the foregoing).

ADDITIONAL PRODUCTS

Melonseed may, from time to time, decide to change, update or discontinue certain products and features of the Services. You agree and understand that Melonseed have no obligation to store or maintain your Content or other information you provide, except to the extent required by applicable law.

We also offer other services that may be governed by additional terms or agreements. If you use any other such services, the additional terms will be made available and will become part of this Agreement, except where such additional terms expressly exclude or otherwise supersede this Agreement. For example, if you use or purchase such additional services for commercial or business purposes, you must agree to the applicable additional terms. To the extent any other terms conflict with the terms and conditions of this Agreement, the additional terms shall govern to the extent of the conflict with respect to those specific services.

PROHIBITED ACTIVITIES

The Content and information available on and through the Services (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such Content and information, is proprietary to Melonseed or licensed to Melonseed by third parties. For all Content other than your Content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Services. Additionally, you agree not to:

- use the Services or Content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this Agreement and related guidelines as made available by Melonseed;

- access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the Services, including but not limited to, user profiles and photos, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this Agreement or without Melonseed's express written permission;
- violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
- take any action that imposes, or may impose, in Melonseed's discretion, an unreasonable or disproportionately large load on Melonseed's infrastructure;
- deep-link to any portion of the Services for any purpose without Melonseed's express written permission;
- "frame," "mirror" or otherwise incorporate any part of the Services into any other websites or service without Melonseed's prior written authorization;
- attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Melonseed in connection with the Services;
- circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content;
- download any Content unless it's expressly made available for download by Melonseed;
- use the Services or Content in a manner that is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- use the Service or Content in a manner that would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of any securities exchange, including but not limited to, the New York Stock Exchange (NYSE), the NASDAQ or the London Stock Exchange;
- use the Service or Content in a way that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. In particular, content that promotes an illegal or unauthorized copy of another's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- use the Service of Content in a manner that is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- use the Services to engage in mass mailings or "spamming," "junk mail," "chain letters" or "pyramid schemes;"
- use the Services or Content in a manner that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Melonseed;
- use the Services in a manner that would disseminate computer viruses, corrupted data or other harmful, disruptive or destructive files; or
- use the Services or Content in a manner which, in the sole judgment of Melonseed, (i) violates the previous subsections herein, (ii) violates Melonseed's related guidelines as

made available to you by Melonseed, (iii) is objectionable, (iv) restricts or inhibits any other person from using or enjoying the Interactive Spaces or any other aspect of the Services, or (v) may expose any of Melonseed or its users to any harm or liability of any type.

PRIVACY POLICY AND DISCLOSURES

Any personal information you post on or otherwise submit in connection with the Services will be used in accordance with Melonseed's Privacy Policy. Click [here](#) to view Melonseed's Privacy Policy.

USER CONTENT AND USE OF OTHER INTERACTIVE SPACES; LICENSE GRANT

We appreciate hearing from you. Please be aware that by providing your Content to or through the Services, be it via email, posting via any product or service which may integrate, communicate or synchronize with the Services or their underlying Software, via the services and applications of others, or otherwise, including any of your Content that is transmitted to your Melonseed account by virtue of any Melonseed product or service, reviews, questions, photographs or videos, comments, suggestions, ideas or the like contained in any of your Content, you grant Melonseed a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) host, use, reproduce, modify, run, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content of yours throughout the world in any media, currently known or hereafter devised; (b) make your Content available to the rest of the world and to let others do the same; (c) to provide, promote, and improve the Services and to make your Content shared on the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content of yours on other media and services, subject to Melonseed's Privacy Policy and this Agreement; and (d) use the name and/or trademark that you submit in connection with or included within your Content. You acknowledge that Melonseed may choose to provide attribution of your Content at Melonseed's discretion. You acknowledge and agree that your Content is non-confidential and non-proprietary. You further acknowledge, agree, and warrant that you own or have the necessary licenses, rights (including copyright and other proprietary rights), consents, and permissions to publish and otherwise use (and for Melonseed to publish and otherwise use) your Content as authorized under this Agreement.

To the extent that you retain any moral rights (including rights of attribution or integrity) in your Content, you hereby declare that, to the extent permitted by applicable law, (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of your Content by Melonseed or their licensees, successors and assigns; and (c) (d) you forever release Melonseed and their licensees, successors and assigns, from any claims that you could otherwise assert against Melonseed including but not limited to by virtue of any such moral rights.

Note that any feedback and other suggestions you provide may be used by Melonseed without compensation or attribution at any time and we are under no obligation to keep them confidential.

The Services may contain discussion forums, bulletin boards, review services, or other avenues through which you may post your Content, such as messages, materials or other items (“Interactive Spaces”). If Melonseed provides such Interactive Spaces on the websites, you are solely responsible for your use of such Interactive Spaces and use them at your own risk. Melonseed do not guarantee any confidentiality with respect to any of your Content you provide to the Services or in any Interactive Area.

To the extent that Melonseed provides any form of private communication channel between Account Holders, you agree that Melonseed may monitor the substance of such communications in order to help safeguard Melonseed’s community and the Services. You understand that Melonseed does not control or edit the user messages posted to or distributed through the Services, including through any chat rooms, bulletin boards or other communications forums, and will not be in any way responsible or liable for such communication. In particular, Melonseed does not edit or control users’ Content that appears on the Services except to the extent that it may exercise its rights to remove such Content or to terminate or revoke a user’s access to or use of the Services pursuant to the terms of this Agreement. Melonseed reserve the right to remove any such communication or other Content from the Services without notice, where they believe in their sole discretion that such Content breaches this Agreement or otherwise believe the removal is reasonably necessary to safeguard the rights of Melonseed and/or other users of the Services.

By using any Interactive Spaces, you expressly agree only to submit Content of yours that complies with Melonseed’s published guidelines, including but not limited to those contained in these Terms of Service, as are in force at the time of submission and made available to you by Melonseed. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any Content of yours that:

- a. Is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of any securities exchange, including but not limited to, the New York Stock Exchange (NYSE), the NASDAQ or the London Stock Exchange;
- c. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- d. May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. In particular, content that promotes an illegal or unauthorized copy of another’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- e. Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

- f. Constitutes mass mailings or “spamming,” “junk mail,” “chain letters” or “pyramid schemes;”
- g. Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Melonseed;
- h. Is private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers. Note that an individual’s surname (family name) may be posted to Melonseed’s websites, but only where express permission of the identified individual has been secured beforehand;
- i. Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- j. Include or facilitate the dissemination of viruses, corrupted data or other harmful, disruptive or destructive files;
- k. Is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- l. In the sole judgment of Melonseed, (i) violates the previous subsections herein, (ii) violates Melonseed’s related guidelines as made available to you by Melonseed, (iii) is objectionable, (iv) restricts or inhibits any other person from using or enjoying the Interactive Spaces or any other aspect of the Services, or (v) may expose any of Melonseed or its users to any harm or liability of any type.

THE COMPANY TAKES NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT POSTED, STORED, TRANSMITTED OR UPLOADED TO THE SERVICES BY YOU (IN THE CASE OF YOUR CONTENT) OR ANY THIRD PARTY (IN THE CASE OF ANY AND ALL CONTENT MORE GENERALLY), OR FOR ANY LOSS OR DAMAGE THERETO, NOR IS THE COMPANY LIABLE FOR ANY MISTAKES, DEFAMATION, SLANDER, LIBEL, OMISSIONS, FALSEHOODS, OBSCENITY, PORNOGRAPHY OR PROFANITY YOU MAY ENCOUNTER.

As a provider of interactive services, Melonseed is not liable for any statements, representations or any other Content provided by its users (including you as to your Content) in the websites or any other forum. Although Melonseed has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, Melonseed reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any Content posted or stored on the Services at any time and for any reason, or to have such actions performed by third parties on their behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or otherwise submit to us or store on the Services at your sole cost and expense.

Any use of the Interactive Spaces or other aspects of the Services in violation of the foregoing violates the terms of this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Spaces and/or the Services more generally.

LIABILITY DISCLAIMER

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS MELONSEED’S LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR

ELSEWHERE IN THIS AGREEMENT, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THE SERVICES.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON OR OTHERWISE PROVIDED VIA AND/OR IN CONJUNCTION WITH THE SERVICES ARE OFFERED ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY WARRANTIES, GUARANTIES, OR AFFIRMATIVE REPRESENTATIONS. FURTHER, THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON OR OTHERWISE PROVIDED VIA AND/OR IN CONJUNCTION WITH THE SERVICES MAY INCLUDE INACCURACIES OR ERRORS. MELONSEED DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE PRODUCTS OR SERVICES DISPLAYED, DESCRIBED OR OFFERED ON THE SERVICES. IN ADDITION, MELONSEED EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY AVAILABILITY AND PRICING ERRORS ON THE SERVICES AND/OR PRODUCTS.

MELONSEED MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE SUITABILITY OF THE SERVICES, INCLUDING THE INFORMATION CONTAINED ON ITS WEBSITES OR ANY PORTION THEREOF, FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICE OFFERINGS ON ITS WEBSITES OR OTHERWISE THROUGH THE SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICE OFFERINGS BY MELONSEED. MELONSEED DISCLAIMS ALL WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND THAT THE SERVICES, ITS SERVERS OR ANY DATA (INCLUDING EMAIL) SENT FROM MELONSEED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MELONSEED HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OR TERMS OF ANY KIND AS TO OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

MELONSEED ALSO EXPRESSLY DISCLAIM ANY WARRANTY, REPRESENTATION, OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE CONTENT AVAILABLE BY AND THROUGH THE SERVICES.

SUBJECT TO THE FOREGOING, ANY USE OF THE SERVICES OCCURS AT YOUR OWN RISK AND IN NO EVENT SHALL MELONSEED (OR THEIR OFFICERS, DIRECTORS AND/OR EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SERVICES (INCLUDING,

BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON OR THROUGH THE SERVICES; ANY VIRUSES, BUGS, TROJAN HORSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICES; PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE SERVICES) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF MELONSEED OR ITS CORPORATE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES, THEN MELONSEED'S LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE TRANSACTION FEES PAID TO MELONSEED FOR THE TRANSACTION(S) ON OR THROUGH THE SERVICES GIVING RISE TO THE CLAIM, OR (B) ONE-HUNDRED DOLLARS (US \$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Melonseed.

THESE TERMS AND CONDITIONS AND FOREGOING LIABILITY DISCLAIMER DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, FOR EXAMPLE UNDER CONSUMER PROTECTION LAWS IN PLACE IN CERTAIN COUNTRIES.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY PARTICULAR LIMITATION OR EXCLUSION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY. THE LIABILITY DISCLAIMER WILL OTHERWISE APPLY TO THE MAXIMUM EXTENT ALLOWED BY YOUR LOCAL LAW.

INDEMNIFICATION

You agree to defend and indemnify Melonseed and any of its officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of this Agreement or the documents referenced herein;
- (ii) your violation of any law or the rights of a third party; or

(iii) your use of the Services, including Melonseed' websites.

LINKS TO THIRD-PARTY SITES

The Services may contain hyperlinks to websites operated by parties other than Melonseed. Such hyperlinks are provided for your reference only. Melonseed do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this or any other website) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Melonseed's inclusion of hyperlinks to such websites does not imply any endorsement of the material on such third-party websites or apps or any association with their operators.

In some cases, you may be asked by a third-party site or app to link your Melonseed account profile to a profile on another third-party site. You are responsible for deciding if you choose to do so, it is purely optional, and the decision to allow this information to be linked can be disabled (with the third-party site or app) at any time. If you do choose to link your Melonseed account to a third-party site or app, the third-party site or app will be able to access the information you have stored on your Melonseed account, including information regarding other users with whom you share information. You should read the terms and conditions and privacy policy of the third-party sites and apps that you visit as they have rules and permissions about how they use your information that may differ from the Services, including Melonseed's websites. We encourage you to review these third-party sites and apps and to use them at your own risk.

SOFTWARE AS PART OF SERVICES; ADDITIONAL MOBILE LICENSES

Software making up any part of the Services may be subject to United States export controls. No software associated with the Services may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Sudan, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (b) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

As noted above, the Services include software, which at times may be referred to as "apps." Any software that is made available to download from or in association with the Services ("Software") is the copyrighted work of Melonseed or other party as identified. Your use of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software. You may not install or use any Software that is accompanied by or includes a license agreement unless you first agree to the terms of such license agreement. For any Software made available for download by way of the Services and which is not accompanied by a license agreement, Melonseed hereby grant to you, the user, a limited, personal, nontransferable license to use the Software for viewing and otherwise using the Services in accordance with this Agreement's terms and conditions (including those policies referenced herein) and for no other purpose.

Please note that the Software, including, without limitation, all HTML, XML, Java code and Active X controls contained in the Services, is owned or licensed by Melonseed, and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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COPYRIGHT AND TRADEMARK NOTICES

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All rights reserved. Melonseed is not responsible for content on websites operated by parties other than Melonseed.

NOTICE AND TAKE-DOWN POLICY FOR ILLEGAL CONTENT

Melonseed operates on a "notice and takedown" basis. If you have any complaints or objections to Content, including user messages posted on the Services, or if you believe that material or content posted on the Services infringes a copyright that you hold, please contact us immediately.

MODIFICATIONS TO THE SERVICES; TERMINATION

Melonseed may change, add or delete these terms and conditions of this Agreement or any portion thereof from time to time in its sole discretion where Melonseed deems it necessary for legal, general regulatory and technical purposes, or due to changes in the Services provided or nature or layout of Services. Thereafter, you expressly agree to be bound by the terms and conditions of this Agreement, as amended.

Melonseed may change, suspend or discontinue any aspect of the Services at any time, including availability of any of the Services' features, databases or Content. Melonseed may also impose limits or otherwise restrict your access to all or parts of the Services without notice or liability for technical or security reasons, to prevent against unauthorized access, loss of, or destruction of data

or where Melonseed and/or its corporate affiliates consider(s) in its/their sole discretion that you are in breach of any provision of this Agreement or of any law or regulation and where Melonseed and/or its corporate affiliates decide to discontinue providing any aspect of the Services.

YOUR CONTINUED USE OF THE SERVICES, NOW OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

Melonseed may terminate this Agreement with you at any time, without advanced notice, where it believes in good faith that you have breached this Agreement or otherwise believes that termination is reasonably necessary to safeguard the rights of Melonseed and/or others users of the Services. That means that Melonseed may stop providing you with Services.

JURISDICTION AND GOVERNING LAW

This website is owned and controlled by Melonseed, a U.S. limited liability company. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Georgia, USA. You hereby consent to the exclusive jurisdiction and venue of courts in and/or for Fulton County, Georgia, USA and stipulate to the fairness and convenience of proceedings in such courts for all disputes, both contractual and non-contractual, arising out of or relating to the use of the Services by you or any third party. You agree that all claims you may have against Melonseed arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in the state of Georgia. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Nothing in this clause shall limit the right of Melonseed to take proceedings against you in any other court, or courts, of competent jurisdiction. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction – in particular, if you are using the Services as a consumer - and this cannot be excluded by contract and will not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. If you use the Services as a consumer, and not as a business or Business Representative, you may be entitled to bring claims against Melonseed in the Courts of your country of residence. This clause shall otherwise apply to the maximum extent allowed in your country or residence.

GENERAL PROVISIONS

Melonseed reserves the right to reclaim any username, account name, nickname, handle or any other user identifier for any reason without liability to you.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Melonseed and/or its corporate affiliates as a result of this Agreement or use of the Services.

Melonseed's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits Melonseed's right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in this Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Melonseed with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Melonseed with respect to the Services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The following sections shall survive any termination of this Agreement:

- Additional Products
- Prohibited Activities
- User Content and Use of Other Interactive Spaces; License Grant
- Liability Disclaimer
- Indemnification
- Software as Part of Services
- Copyright and Trademark Notices
- Notice and Take-Down Policy for Illegal Content
- Modifications to the Services; Termination
- Jurisdictions and Governing Law
- General Provisions
- Service Help

The terms and conditions of this Agreement are available in the language of the Melonseed websites and/or apps on which Services may be accessed.

The websites and/or apps on which Services may be accessed may not always be updated on a periodic or regular basis and consequently are not required to register as editorial product under any relevant law.

Fictitious names of companies, products, people, characters, and/or data mentioned in, on or through the Services are not intended to represent any real individual, company, product, or event.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, save that Melonseed's corporate affiliates shall be deemed express third-party beneficiaries of this Agreement.

You are prohibited from transferring any of your rights or obligations under this Agreement to anyone else without Melonseed's consent.

Any rights not expressly granted herein are reserved.

SERVICE HELP

For answers to your questions or ways to contact us, visit Melonseed's [Help Center](#). You may also write to us at:

Melonseed LLC
3015 Windward Plaza
Suite 120,
Alpharetta, Georgia 30005

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