

## Terms of Service

Last Updated: June 1, 2019

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF SERVICE, DO NOT ACCESS OR USE OUR SERVICES.

These Terms of Service (these "**Terms**") are between you and Mother, LLC ("**Mother**," "**we**," or "**us**") and apply to your access to, use of, and participation in Mother's online products and services, including the website located at [www.beingoodcompany.co](http://www.beingoodcompany.co) (collectively, our "**Services**"). These Terms do not change the terms or conditions of any other written agreement you may have with us for products, services, or otherwise. If you are using our Services on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity's behalf, and that the entity agrees to be responsible to Socials if you violate these Terms.

We reserve the right to change these Terms at any time at our discretion, except as expressly set forth in these Terms. If we make changes to these Terms, we will provide notice of such changes, such as by sending you an email, by providing notice through our Services, or by updating the "Last updated" date at the top of these Terms. Your continued use of our Services following the posting of any changes will confirm that you accept the changed Terms. We encourage you to review these Terms regularly to ensure that you understand the terms and conditions that apply to your use of our Services. If you do not agree to the changed Terms, you must stop using our Services.

### 1. Privacy Policy

Please refer to the Mother privacy policy at [www.beingoodcompany.co/privacy-policy](http://www.beingoodcompany.co/privacy-policy) or [www.mothersmag.com/privacy-policy](http://www.mothersmag.com/privacy-policy) for information about how Mother collects, uses, and discloses information about users of our Services.

### 2. Account Information

To access certain areas and features of our Services, you must apply for an account with us. We reserve the right to deny any account at our discretion. You represent and warrant to us that all information that you provide in connection with your account is accurate, truthful, current, and complete. We reserve the right to terminate your access to any of our Services if you at any time provide false, inaccurate, or misleading information in connection with your account. You will maintain the security of any account you register with us or that we otherwise authorize you to access or use, including the password used to access the account, and will promptly notify us if you discover or otherwise suspect any security breaches related to the account. By applying for an account with us, you agree to accept all risks of unauthorized access to the account.

**(a) Mother Materials.** Unless otherwise indicated, our Services and all content and other materials provided through our Services, including the Mother logo and all designs, text, graphics, pictures, videos, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "Materials"), are the proprietary property of Mother or our licensors or users and are protected by U.S. and international copyright laws.

**(b) License.** Subject to the terms and conditions of these Terms, you are granted a limited, non-sublicensable, non-exclusive, non-transferable license to access and use our Services, and access and use the Materials and User Content (as defined below) through our Services, solely for purposes for which they are provided. Except as expressly permitted on our Services or in writing by us, you may not do any of the following in connection with our Services: (i) sell, resell, or commercially use our Services or the Materials; (ii) distribute, publicly perform, or publicly display any part of the Materials; (iii) modify or otherwise make any derivative uses of any part of our Services or the Materials; (iv) use any data mining, robots, or similar data gathering or extraction methods; (v) download (other than via page caching) any part of our Services or the Materials that are not expressly provided by us for download; or (vi) use any part of our Services and the Materials for anything other than for their intended purposes. Any use of our Services, the Materials, or User Content other than as specifically authorized by these Terms or in writing by us is prohibited and will terminate the license granted to

you in this section. Any unauthorized use also may violate applicable laws, including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

**(c) Third-Party Products and Services.** Mother may provide information about third-party products or services and include links to third-party products and services through our Services. We do not control, endorse, or adopt any third-party information on our Services and make no representation or warranties of any kind regarding third-party information on our Services, including representation or warranties as to its accuracy or completeness. Your business dealings or correspondence with, or participation in promotions of, these third parties (and any terms, conditions, warranties, or representations associated with those dealings, correspondence, or promotions) are solely between you and the third parties. We are not responsible for, and will not be liable for, any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions, or any third-party information on our Services.

**(d) Permitted Use of Our Services.** Our Services may include discussion forums, blogs, private messages, emails, or other interactive features or areas, such as the blog, where you or other users can create, post, transmit, or store content, including text, music, sound, photos, images, video, graphics, code and other items or materials (collectively, "User Content"). User Content posted on interactive areas of our Services is publicly viewable to others. You are solely responsible for your User Content and for your use of such interactive areas, which you use at your own risk. By using the interactive areas of our Services, you will not (and will not allow or authorize any third party to) post, upload to, transmit, distribute, store, create, solicit, disclose, or otherwise publish through our Services any of the following:

- User Content that is disrespectful towards others, unlawful, libelous, defamatory, invasive of privacy or publicity rights, abusive, or otherwise objectionable;
- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state, national, or international law;

- User Content that may infringe the patent, trademark, trade secret, copyright, intellectual, privacy, or proprietary right of any party;
- Private information of any third party individuals, including addresses, phone numbers, Social Security numbers, and payment card information;
- Viruses, corrupted data or other harmful, disruptive, or destructive files;
- User Content that, in our sole judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Services, or may expose Socials or our users to harm or liability of any type.

You are solely responsible for your conduct in connection with Services. You will not violate any law, violate any contract, intellectual property, or other third-party right, or commit a tort in connection with our Services. In addition, you will not do, and will not allow or authorize any third party to do, any of the following:

- use our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
- impersonate or post on behalf of any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- cheat or use unauthorized exploits in connection with our Services;
- stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;
- send, distribute, or post spam or unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- harvest or otherwise collect information about our users, including email addresses, without their permission;
- use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any illegal activity or other activity that violates these Terms;
- circumvent or attempt to circumvent any filtering, copy protection mechanisms, security measures, or other features we may adopt to protect our Services, our users, or third parties.

Your use of our Services is at your own risk. Mother is not responsible or liable for the conduct of, or your interactions with, any other users of our Services (whether online or offline) or for any associated loss, damage, injury, or harm. As a provider of interactive

services, Mother is not liable for any statements, representations, or User Content provided by our users through the interactive area of our Services. Although we have no obligation to screen, edit, or monitor any User Content, we reserve the right, and have the discretion, to remove, screen, or edit any User Content posted or stored on our Services at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any User Content you post or store on our Services at your sole cost and expense.

**(e) Rights in User Content.** By submitting or posting User Content on our Services, you hereby grant to Mother a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content, and your name, company name, location, and any other information you submit with such User Content, in connection with providing our Services. The use of your or any other user's name, likeness, voice, or identity in connection with various features on our Services does not imply any endorsement of such features of our Services unless explicitly stated otherwise.

#### **4. Trademarks**

Mother's name, Mother's trademarks, Mother's logos and any other Mothers product or service name or slogan included in our Services (collectively, the "**Mother Marks**") are trademarks of Mother and may not be copied, imitated or used, in whole or in part, without the prior written permission of Mother or the applicable trademark holder. In addition, the look and feel of the Mother, including all custom graphics, button icons, and scripts are the service marks, trademarks, or trade dress of Mother and may not be copied, imitated, or used (in whole or in part) without our prior written permission. All other trademarks, registered trademarks, product names, company names, and logos mentioned in the Mother Marks ("**Third-Party Trademarks**") are the property of their respective owners, and any use of Third-Party Trademarks will inure to the benefit of the applicable trademark owner. The use of Third-Party Trademarks is intended to denote interoperability and does not constitute either of the following: (a) an affiliation by

Mother and our licensors with such company; or (b) an endorsement or approval by such company of Mother and our licensors and our products or services.

## **5. Copyright Policy**

**(a) Repeat Infringer Policy.** In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Mother has adopted a policy of terminating, in appropriate circumstances and at our discretion, account holders who are deemed to be repeat infringers. We also may, at our discretion, limit access to our Services and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

**(b) Copyright Complaints.** If you believe that anything on our Services infringes upon any copyright that you own or control, you may file a notification with Mother's Designated Agent as set forth below:

Designated Agent:

Mother Legal and Operations Administrator

Address of Designated Agent:

3849 26<sup>th</sup> Street, San Francisco, CA 94131

Telephone Number of Designated Agent:

+1 (415) 961-5104

Email Address of Designated Agent:

admin@mothermag.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable for any damages, including costs and attorneys' fees, incurred by Mother or the alleged infringer as the result of Mother relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

## **6. Feedback**

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information about any part of our Services (collectively, "**Feedback**"). Feedback, whether posted to our Services or provided to us by email or otherwise, are non-confidential and will become our sole property. We will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **7. Representations and warranties**

You represent and warrant the following: (a) you will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority and all of the terms and conditions of these Terms when using the Mother Marks, or otherwise using our Services; (b) you own and control all of the rights to the User Content that you post, or you otherwise have all necessary rights to post, distribute, and reproduce such User Content to our Services; and (c) all such User Content is accurate, non-confidential, and not misleading or harmful in any manner.

## **8. Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY Mother, the Mother MARKS, third-party trademarks, OUR SERVICES, AND THE MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. Mother HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD ANY Mother MARKS, third-party trademarks, OUR SERVICES, AND THE MATERIALS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY Mother, Mother DOES NOT REPRESENT OR WARRANT THAT OUR SERVICES OR ANY CONTENT CONTAINED THEREIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR

OTHER HARMFUL COMPONENTS. IT IS YOUR RESPONSIBILITY TO USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. YOU HEREBY AGREE THAT YOU HAVE RELIED ON NO WARRANTIES.

Our Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damages resulting from such problems. Mother reserves the right to modify or discontinue (whether temporarily or permanently) any or all of our Services without prior notice, and hereby disclaims all liability for any such modification, suspension, or discontinuance.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT will Mother OR OUR independent contractors, SUPPLIERS, and consultants, OR THEIR respective directors, OFFICERS, employees, and agents (COLLECTIVELY, THE "**Mother PARTIES**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, DATA, OR PROFITS), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS, Socials MARKS, third-party trademarks, OUR SERVICES, AND THE MATERIALS, OR ANY RELATED PRODUCTS OR SERVICES, EVEN IF ANY OF THE Mother PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL, AGGREGATE LIABILITY OF THE Mother PARTIES ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNT (IF ANY) YOU PAID TO ACCESS OR USE OUR SERVICES; MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF OUR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING OUR SERVICES.

## **10. Indemnification**

You will defend, indemnify, and hold harmless the Mother Parties from and against any third-party claims, damages of any kind, costs, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to any of the following: (a) your use of our Services or Third-Party Trademarks; (b) your conduct in connection with our Services or Third-Party Trademarks; (c) any User Content or Feedback you provide; (d) your violation of these Terms; or (e) your violation of the rights of another.

## **11. Dispute Resolution**

PLEASE READ THE FOLLOWING PROVISIONS CAREFULLY BECAUSE IT REQUIRES YOU AND Mother TO ARBITRATE DISPUTES AND LIMITS THE MANNER IN WHICH BOTH PARTIES CAN SEEK RELIEF.

You and Mother agree to arbitrate any dispute, claim, or controversy arising from or related to these Terms or our Services, except that neither you nor Mother is required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU AND Socials FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Mother agree as follows: (a) you will each notify each other of any dispute within 30 days of when it arises and attempt informal resolution before any demand for arbitration; (b) any arbitration will occur in San Francisco, California, U.S.A.; and (c) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS (or its successor). The language of all proceedings and filings will be English. Except as expressly provided herein, the arbitrator has the authority to grant any remedy that would otherwise be available in court. The arbitrator will render a written opinion including findings of fact and law, and the award and determination of the arbitrator will be binding upon the parties and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitrator determines that the expenses will be otherwise assessed. Whether the dispute is heard in arbitration or in court, you and Socials will not commence against the other a class action, class ARBITRATION, or other representative action or proceeding.

You can choose to reject this agreement to arbitrate (“opt out”) by sending Mother a written opt-out notice (the “**Opt-Out Notice**”) to [info@mothermag.com](mailto:info@mothermag.com) within thirty (30) days after the date you accept these Terms for the first time. The Opt-Out Notice must state that you do not agree to this agreement to arbitrate and must include your name, address, phone number, and email address. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt-out of this agreement to arbitrate. If you opt-out of this agreement to arbitrate, all other parts of these Terms will continue to apply.

## **12. Venue; Governing Law**

The state and federal courts located in County of San Francisco, California, U.S.A. will have exclusive jurisdiction over any suit in connection with our Services or these Terms that is not subject to arbitration, and you and Socials hereby irrevocably and unconditionally permission and submit to the exclusive jurisdiction of such courts. These Terms and your use of our Services will be governed by and construed in accordance with the laws of the State of California, U.S.A., without resort to its conflict of law provisions.

## **13. Termination**

Notwithstanding any of these Terms, we reserve the right, without notice and at our discretion, to terminate your license to use our Services and to block or prevent your future access to and use of our Services.

## **14. General**

Enforcement of these Terms is solely at Mother’s discretion, and failure to enforce any part of these Terms in some instances does not constitute a waiver of our right to enforce the same or other part of these Terms in other instances. If any provision of these Terms is or becomes unlawful, void, or otherwise unenforceable (including the warranty disclaimers and liability limitations set forth above) then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the

intent of the original provision, and the remaining provisions of these Terms will continue in full force and effect. As used in these Terms, "including" means "including, without limitation, ". The section headings these Terms and are for reference purposes only and will not affect the meaning or interpretation of these Terms.

## **15. Questions or Comments**

Questions or comments about these Terms may be directed to Mother at [info@mothermag.com](mailto:info@mothermag.com).