

LYSVORON - TERMS OF SERVICE

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The Service is offered and available to users who are 13 years of age or older. If you are under the age of 18, you represent that your parents or your legal guardian has reviewed and agreed to these Terms of Use. If you access our Service through a third party platform like Google or Apple and/or a social networking site like Facebook, you are obligated to comply with their terms of service in addition to our Terms of Use.

BY USING THIS SERVICE, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THE TERMS OF USE AND THE ABOVE ELIGIBILITY REQUIREMENTS, YOU ARE PROHIBITED FROM USING THE SERVICE.

Your use of the Service is subject to these Terms of Use, any and all applicable LysVoron End User License Agreements ("EULA(s)") and LysVoron's Privacy Policy. You must accept these Terms of Use and any applicable EULAs (collectively, the "Agreements") prior to using the Service. While using the Service, we may require you to provide personal information. We retain and use such information according to the terms of our Privacy Policy set forth at <https://lysvoron.com> (the "Privacy Policy"). By submitting to the Terms of Use, you also agree to the terms of LysVoron's Privacy Policy. We also monitor use of the Service for a wide variety of different purposes, including preventing cheating and hacking, reducing toxic player behavior, and improving the Service. Further information about how we monitor such use is set forth in our Privacy Policy.

For purposes of the Terms of Use, "you" and "your" means you as the user of the Service. If you use the Service on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of

the entity with the authority to bind the entity to these Terms of Use, and that you agree to these Terms of Use on the entity's behalf.

THESE TERMS OF USE INCLUDE (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US; AND (3) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICE. BY USING THE SERVICE, YOU AGREE TO THESE PROVISIONS.

1. Grant of a Limited License

Subject to your agreement to and continuing compliance with the Agreements, LysVoron hereby grants you a personal, non-exclusive, non-assignable, non-transferable license to access and use the Service for your personal and non-commercial use only. You may not use the Service for any other purpose, including any way that breaches any applicable EULA, Privacy Policy, or other agreement applicable to the Service.

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Additional Terms; Apple App Store

The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of the Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and Provider, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and Provider acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Provider acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Provider, not Apple, will be solely responsible for the investigation, defense, settlement and

discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You must comply with applicable third party terms of agreement when using the App. You and Provider acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as they relate to your license of the App, and that, upon your acceptance of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

Additional Terms; Google Play

Mobile Software from Google Play store: If you acquire the App from Google, Inc. or one of its affiliates ("Google") via Google Play or its successor(s), then to the extent of any conflict between the Google Terms of Service and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "Google Play Terms"), and the other terms and conditions in these Agreements, the Google Play Terms shall apply with respect to your use of any App that you acquire from Google Play. Provider and you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Provider or you (or any other user) under these Agreements or the Google Play Terms.

2. License Limitations

The license granted to you in Section 1 above is subject to the limitations as set forth in Sections 1 and 2 (collectively, the "License Limitations"). Any use of the Service in violation of the License Limitations or the Agreements will be regarded as an infringement of LysVoron's rights. The above granted license in Section 1 does not grant you the right to, and you hereby agree that you will not, under any circumstances:

- A. download (other than through page caching necessary for personal use, or as otherwise expressly permitted by the Terms of Use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Service, without LysVoron's express prior written consent;
- B. duplicate, decompile, reverse engineer, disassemble, decrypt, decode, translate, or derive source code from any aspect of the Service (including any underlying idea or algorithm), or attempt to do any of the same;
- C. decrypt or modify any data transmitted between a client and the LysVoron server in a manner not expressly authorized by LysVoron;
- D. use, post, host or distribute macros, "bots" or other programs which would allow unattended game play or which otherwise impact game play, including without limitation any program which enables or facilitates automated character skill or level increases;
- E. use third party software that intercepts, collects, reads, mines, or stores user information gathered by LysVoron or generated by the Service;
- F. use, reproduce or remove any copyright, trademark, trade names, slogans, logos, images, service marks or other proprietary notations displayed on or through the Service;

- G. frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of LysVoron without our express consent;
- H. purchase search terms or use any meta tags or any other “hidden text” utilizing the LysVoron name or trademarks without our express consent;
- I. use cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Service;
- J. use the Service for commercial purposes, including by (i) participating in the Service in exchange for payment (e.g. “leveling” services); or (ii) selling in-Service items outside of the Service, or selling Accounts, except such transactions as may be authorized by LysVoron and conducted via services provided by LysVoron;
- K. use the Service in any manner that could disable, overburden, damage, disrupt or impair the Service or interfere with any other party’s use of the Service or use any device, software or routine that causes the same;
- L. attempt to gain unauthorized access to, interfere with, damage or disrupt the Service, accounts registered to other users, or the computer systems or networks connected to the Service;
- M. circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Service;
- N. use any robots, spiders, crawlers or other automatic devices, processes, software or queries that intercept, “mine,” scrape or otherwise access the Service to monitor, extract, copy or collect information from or through the Service, or any manual processes to do the same;
- O. introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- P. use the Service to impersonate, or attempt to impersonate, LysVoron, a LysVoron employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing) or otherwise misrepresent yourself;
- Q. use the Service to ask users for their personal information;
- R. use the Service for illegal, harassing, unethical, or disruptive purposes;
- S. use the Service in any way that would adversely affect or reflect negatively on LysVoron, the Service, our goodwill, our employees or moderators, our name or reputation, or discourage any person, firm or enterprise from using all or any portion of the features or functions of the Service, or from advertising, linking or becoming a supplier to us in connection with the Service;
- T. violate any applicable law or regulation in connection with your use of the Service; or
- U. use the Service in any way not expressly permitted by the Terms of Use.

You agree that all information you provide to register with the Service or otherwise, including but not limited to through the use of any interactive features on the Service, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

3. Data and Intellectual Property Ownership

LysVoron takes its data and intellectual property rights very seriously. As between LysVoron and the user, LysVoron owns, has licensed, or otherwise has rights, title and interest in and to the Service and all of the content that appears on the Service. LysVoron’s intellectual property rights

include, but are not limited to, copyrights, trademark rights, trade dress rights, and trade secrets. You agree that you have no right, title or interest in or to the Service or any other LysVoron content.

All software (including source code), logos, icons, the Service's "look and feel," text, graphics, images, video clips, sound clips, content, notices, data, page layout, and selection and arrangement of the content and all copyrights, patents, trade secrets, trademarks and other intellectual property rights therein shall be owned solely and exclusively by LysVoron and/or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by LysVoron on the Service, or in connection with the Service are the exclusive property of LysVoron and/or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. LysVoron and its licensors reserve all rights in connection with the Service and its content (other than User Content), including, without limitation, the exclusive right to create derivative works therefrom.

4. User Accounts

In order to use certain features of the Service, you may be required to have and maintain a valid and active user account with an online service, such as a third-party gaming platform or social network account ("Third-Party Account"), or an account with LysVoron or a LysVoron affiliate to function properly, either in whole or in part. The Service may also require you to create a software-specific user account with LysVoron or a LysVoron affiliate ("User Account") in order to access certain functionality and features of the Service. Your User Account log-in may be associated with a Third-Party Account. You are responsible for all use and the security of your User Accounts and any Third-Party Accounts that you use to access and use the Service. You may not sell, transfer or allow any other person to access your User Account or login credentials, or offer to do so. You are entirely responsible for maintaining the confidentiality of your User Account's login credentials.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY USER ACCOUNT STORED OR HOSTED ON A LYSVORON SYSTEM, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO SUCH USER ACCOUNTS ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF LYSVORON.

LYSVORON MAY SUSPEND, TERMINATE, MODIFY, OR DELETE ANY USER ACCOUNT FOR ANY REASON OR FOR NO REASON AT ANY TIME, WITH OR WITHOUT NOTICE TO YOU.

5. User Content

In connection with the Service you may be permitted to create, upload or transmit communications, images, sounds, or other content ("User Content") to LysVoron servers in various forms. You agree that your User Content shall not: (a) infringe any third party intellectual

property or other proprietary or publicity/privacy rights; (b) violate any law or regulation; (c) be defamatory, profane, obscene, child pornographic or harmful to minors; or (d) contain any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We may take any action with respect to your User Content if we believe it may create liability for us or may cause us to lose (in whole or in part) the services of our suppliers, or otherwise cause harm.

You hereby grant LysVoron a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license (including the right to sublicense to third parties), and right to reproduce, fix, adapt, modify, translate, re-format, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, such User Content, as well as all modified and derivative works thereof, in whole or in part, in any languages and in any media now known or not currently known, without any further notice or attribution to you, and without any requirement of permission from or payment to you (or any other person or entity). To the extent permitted by applicable laws, you hereby waive any moral rights you have in any User Content.

You shall not (and shall not permit any third party to) create, upload, download, post, submit or otherwise distribute, or facilitate distribution of, any User Content on or through the Service, that:

A. infringes any patent, trademark, trade secret, copyright, moral right, right of publicity, right of privacy, or other right of any other person or entity or violates any law or contractual duty (see our Notice of Infringement – DMCA policy below); for example, by reproducing articles, logos, trademarks, pictures, photos or other materials that are not owned by you (or which you do not have a license to reproduce on the Service);

B. you know is false, misleading, untruthful or inaccurate;

C. constitutes unauthorized or unsolicited advertising, junk, spam or bulk email;

D. is subject to any obligation or condition (including under any “open source” license such as the GNU Public License, Lesser GNU Public License, or Mozilla Public License) that could require or condition the use or distribution of such User Content or any portion thereof on (i) the disclosure, licensing, or distribution of any source code for any portion of such User Content, or (ii) the granting to licensees of the right to make derivative works or other modifications to such User Content or portions thereof; or

E. includes your or another’s identification documents, personal information, or sensitive financial information.

We value your feedback on the Services, and other suggestions or materials to us (collectively, “Feedback”). This policy is aimed at avoiding potential misunderstandings or disputes when the Services might seem similar to Feedback that people submit.

If you submit Feedback, then you grant us a worldwide, perpetual, irrevocable, sublicenseable, transferable, assignable, non-exclusive, and royalty-free right and license to use, reproduce, distribute, adapt, modify, translate, create derivative works from, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, and import your Feedback,

including all copyrights, trademarks, trade secrets, patents, industrial rights, and all other intellectual and proprietary rights related thereto, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, including giving the Feedback to others, without any compensation to you. To the extent necessary, you agree that you undertake to execute and deliver any and all documents and perform any and all actions necessary or desirable to ensure that the rights to use the Feedback granted to us as specified above are valid, effective, and enforceable. You also give up any claim that any use by us or our licensees of your Feedback violates any of your rights, including moral rights, privacy rights, rights to publicity, proprietary or other rights, and rights to credit for the material or ideas set forth therein.

6. Content Screening and Disclosure

LysVoron does not, and cannot, pre-screen or monitor all User Content. However, our representatives may monitor and/or record your communications (including without limitation chat text when you are on the Service), and you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation chat text or voice communications. We do not assume responsibility or liability for User Content that is generated by users. We have the right, but not the obligation, in our sole discretion, to refuse to post or remove any User Content. WE ALSO RESERVE THE RIGHT, AT ALL TIMES AND IN OUR SOLE DISCRETION, TO DISCLOSE ANY USER CONTENT AND OTHER INFORMATION (INCLUDING WITHOUT LIMITATION CHAT TEXT, VOICE COMMUNICATIONS, IP ADDRESSES, AND YOUR PERSONAL INFORMATION) FOR ANY REASON, including without limitation (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of the Agreements; (c) to protect LysVoron's legal rights and remedies; (d) if we, in our reasonable discretion, believe that someone's health or safety may be threatened; or (e) to report a crime or other offensive behavior.

7. Third Party Websites, Apps or Resources

The Service may provide links to other websites, apps or resources by third parties. These third-party websites, apps and resources are provided for your convenience only. The third-party websites, apps and resources are not reviewed, controlled, examined, sponsored, or endorsed by LysVoron and LysVoron is not responsible for the information, advertising, products, resources or other material of any third-party website, app or resource, or any link contained in a third-party website, app or resource. The inclusion of any website, app or resource does not imply endorsement of the owner/sponsor of the website, app or resource or its content by LysVoron. YOUR USE OF ANY SUCH THIRD-PARTY WEBSITES, APPS OR RESOURCES IS AT YOUR OWN RISK. None of LysVoron or its licensors or partners (the "LysVoron Parties") shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of, inability to use or reliance on any such content, goods or services available on such websites, apps or resources. These third-party websites, apps and resources have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully.

8. Notice of Infringement – DMCA Policy

Anyone who believes that his or her work has been reproduced in the Service in a manner which constitutes copyright infringement may submit a notification to LysVoron's copyright agent in accordance with the Digital Millennium Copyright Act (the "DMCA"), by providing the following information in writing:

- a. identification of the copyrighted work that is claimed to be infringed;
- b. identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
- c. information for our copyright agent to contact you, such as an address, telephone number, and, if available, e-mail address;
- d. a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owner, its agent or the law;
- e. a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- f. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, "trademark") by noting this in your written notice. You acknowledge that if you fail to comply with all of the requirements for a notice of infringement as specified above, your DMCA notice may not be valid.

Notices of copyright infringement claims should be sent by mail to: LysVoron, Inc, 651 N Broad St, Suite 201, Middletown, Delaware 19709; or by email to lysvoroninc@gmail.com. LysVoron will respond expeditiously to claims of copyright infringement using the Service that are reported to LysVoron's copyright agent in the manner of notification explained above. It is LysVoron's policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or other intellectual property rights of others.

Further information on the DMCA can be found in 17 U.S.C. 512 or on the United States Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.

9. Changes to Terms of Use, a Game or the Service

LysVoron reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete, at any time, any of the terms and conditions of the Terms of Use, any feature of the Service, content, data, software or equipment needed to access the Service, effective with or without prior notice; provided, however, that material changes to this Terms of Use agreement will not be applied retroactively. If any future changes to the Terms of Use are unacceptable to you or cause you to no longer be in compliance with the Terms of Use, you must terminate, and immediately stop using, the Service. Your continued use of the Service following any revision to the Terms of Use constitutes your complete and irrevocable acceptance of any and all such changes. LysVoron may change, modify, suspend, or discontinue any aspect of the Service at any time. LysVoron may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability. The entire risk arising out of the use of the Service remains with you, the user. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to you.

10. Termination

The Terms of Use are effective until terminated. You may terminate the Terms of Use by discontinuing your use of the Service. LysVoron reserves the right to terminate the Terms of Use, and/or temporarily or permanently suspend, withdraw or restrict your access to some or all of the Service, at any time, effective immediately, with or without notice, in the event of any conduct by you which LysVoron, in its sole discretion, considers to be unacceptable or a violation of the Terms of Use or non-compliance with any of its terms. If LysVoron terminates or restricts your use and access of the Service, then you must immediately stop using all portions of the Service. The provisions of Sections 2-4, and 8-17 shall survive any termination of the Terms of Use.

11. Warranty Disclaimer

THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NONE OF THE LYSVORON PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR ACCURACY, COMPLETENESS, LIKELY RESULTS, RELIABILITY, INFORMATION, DATA, DATA PROCESSING, UPTIME OR UNINTERRUPTED OR ERROR-FREE ACCESS AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, OR OTHER VIOLATIONS OF RIGHTS. NONE OF THE LYSVORON PARTIES ASSUME ANY RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES RELATED TO ANY VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT YOUR DEVICE IN CONNECTION WITH YOUR VIEWING OF, OR ACCESS TO, OR USE OF THE SERVICE.

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Because some states or jurisdictions do not allow the disclaimer of implied warranties, the forgoing disclaimer may, in whole or in part, not apply to you.

WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

12. Limitation of Liability

LYSVORON IS NOT RESPONSIBLE FOR DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE OR YOUR INABILITY TO USE THE SERVICE. IN NO EVENT SHALL THE LYSVORON PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LIQUIDATED, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, PROFIT OR GOODWILL, OR DUE TO BUSINESS INTERRUPTION, UNAUTHORIZED ACCESS OR OTHER INTANGIBLE LOSSES), IN CONNECTION WITH THE TERMS OF USE, THE SERVICE OR USE OF THE SERVICE OR THE DELAY OR INABILITY TO USE THE SERVICE, REGARDLESS OF LEGAL THEORY (INCLUDING NEGLIGENCE), EVEN IF ONE OR MORE LYSVORON PARTIES KNEW OR WAS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH LYSVORON IS TO STOP USING THE SERVICE.

IN NO EVENT SHALL ANY OF THE LYSVORON PARTIES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE GREATER OF (i) THE AMOUNT YOU PAID FOR THE SOFTWARE, OR (ii) US \$100. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS ITS ESSENTIAL PURPOSE.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of LysVoron Parties shall be limited to the fullest extent permitted by law. THEREFORE, THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

13. Indemnification

To the greatest extent possible under applicable law, you agree to defend, indemnify and hold harmless LysVoron, its licensors and affiliates, contractors, vendors, and content providers from all liabilities, claims and expenses, including attorneys' fees, that arise from or relate to a breach of these Terms of Use for which you are responsible or in connection with your distribution of any content on or through LysVoron Services. Without limiting the generality of the foregoing, you agree to indemnify and hold LysVoron and its licensors harmless for any improper or illegal use of your account, including the illegal or improper use of your account by someone to whom you have given permission to use your account. You agree that you will be personally responsible for your use of the Service and for all of your communication and activity on the Service, including any content you contribute, and that you will indemnify and hold harmless LysVoron, LysVoron's licensors and affiliates from any liability or damages arising from your conduct on the Service, including any content that you contribute.

14. Equitable Remedies

You hereby agree that LysVoron would be irreparably damaged if the Terms of Use were not specifically enforced, and therefore you agree that LysVoron shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches

of these Terms of Use, in addition to such other remedies as LysVoron may otherwise have available to it under applicable laws.

You agree that a breach of this License adversely affecting LysVoron's proprietary rights in the software may cause irreparable injury to LysVoron for which monetary damages would not be an adequate remedy and LysVoron shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

15. Arbitration, Class Action Waiver and Governing Law

This Section includes an arbitration agreement (the "Arbitration Agreement") and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the Arbitration Agreement by following the opt out procedure described below.

a. Informal Process First. You agree that in the event of any dispute between you and LysVoron, you will first contact LysVoron and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

b. Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of LysVoron's services and/or products, including the Service, or relating in any way to the communications between you and LysVoron or any other user of the Service, will be finally resolved by binding arbitration. This mandatory Arbitration Agreement applies equally to you and LysVoron. However, this Arbitration Agreement does not (a) govern any Claim by LysVoron for infringement of its intellectual property or access to the Service that is unauthorized or exceeds authorization granted in these Terms of Use or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this Arbitration Agreement within thirty (30) days of the first of the date you access or use this Service by following the procedure described below.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and LysVoron are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms of Use.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to 651 N Broad St, Suite 201, Middletown, Delaware 19709. The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Services on behalf of an entity, the AAA's Supplementary Procedures for

Consumer-Related Disputes will not be used. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879.

The number of arbitrators will be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. Delaware law will apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed or used the Service on behalf of an entity, we will reimburse those fees for claims totaling less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

If you do not want to arbitrate disputes with LysVoron and you are an individual, you may opt out of this Arbitration Agreement by sending an email to lysvoroninc@gmail.com within thirty (30) days of the first of the date you access or use the Service.

Class Action Waiver

Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and LysVoron each waive any right to a jury trial.

Governing Law. Except as expressly stated otherwise, the Terms of Use shall be governed by, and will be construed under, the laws of the United States of America and the laws of the State of Delaware, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

16. General Provisions

A. Severability and Survival. If any provision of this Agreement is held to be illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions shall continue in full force and effect.

B. No Waiver. The failure of LysVoron to exercise or enforce any right or provision of this Terms of Use will not constitute waiver of such right or provision. Any waiver of any provision of this Terms of Use will be effective only if in a writing signed by LysVoron. Any waiver by LysVoron shall not be deemed to be a waiver of any preceding or subsequent breach or default.

C. Entire Agreement. The Terms of Use is the complete and exclusive statement of the agreement between you and LysVoron concerning the Service, and the Terms of Use supersedes any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between you and LysVoron; provided, however that the Terms of Use is in addition to, and does not replace or supplant, any applicable EULA or LysVoron's Privacy Policy. In the event of a conflict or inconsistency between the terms and conditions of the Terms of Use and any EULA, these Terms of Use shall control over any such terms and conditions of the EULA. The Terms of Use may only be modified as set forth herein.

D. Headings. The section headings used herein are for reference only and shall not be read to have any legal effect.

E. Third Party Links. The Services may contain links to websites operated by third parties. LysVoron does not control such websites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any of your personal information those sites may collect. Some links are provided to you by LysVoron as a convenience, other links are provided by users posting User Content. Use these links and the corresponding external websites at your own risk. We do not control the linked sites, and we are not responsible for the content available there. Such links do not imply our endorsement of information or material on any other site, and we disclaim all liability with regard to your access to and use of such linked websites.

17. Contact

To contact us, please email us at lysvaroninc@gmail.com.

Please note that (a) LysVoron is located at 651 N Broad St, Suite 201, Middletown, Delaware 19709, (b) The fees and charges for LysVoron Services vary depending on the services selected by you, and (c) If you have a complaint regarding LysVoron Services or desire further information on use of LysVoron Services please contact us via email at lysvaroninc@gmail.com.