

ScopeChat's Terms Of Service / EULA

Last Revised: May 15, 2015

These Terms of Service (“**Terms**”) apply to your access and use of Adaptive Schemer, LLC.’s (**The “Owner”**) ScopeChat mobile application (**the “App”**), Adaptive Schemer, LLC.’s and ScopeChat’s websites (“**Site**”), and other online products and services (collectively, **the “Service”**).

Highlights

1) Don't post, link or otherwise make available on or through The App any of the following:

- Content that is illegal or unlawful;
- Content that may infringe or violate any rights of any party; and
- Viruses, corrupted data or other harmful, disruptive or destructive files or code.

2) Don't

- Create an account or post any content if you are under 17 years of age;
- Use The App in any manner that could interfere with, disrupt, negatively affect or inhibit other The App users or that could damage, disable, overburden or impair the functioning of The App;
- Collect any personal information about other users, or intimidate, threaten, stalk or otherwise harass other The App users;
- Circumvent or attempt to circumvent any features designed to protect The App, The App users, or third parties.

3) We change these Terms of Service every so often. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, provide you with additional notice (like on our homepage or over email).

4) These terms are between you and Adaptive Schemer, LLC/The App, and not with **Google Inc.** or **Apple, Inc.** While you may be subject to certain terms and conditions with **Google Inc.** and/or **Apple, Inc.** by using **Google Play** or **Apple’s App Store** or other products, these terms are specifically between You and Adaptive Schemer, LLC/The App. Your use of the Adaptive Schemer, LLC/The App Service is governed solely by these terms.

5) If you access or use The App, it means you agree to all the terms below.

Accepting these Terms

If you access or use the Service, it means you agree to be bound by all of the terms below. So, before you use the Service, please read all of the terms. If you don't agree to all of the terms below, please do not use the Service. Also, if a term does not make sense to you, please let us know.

To Persons Under 17

Persons under the age of 17 are prohibited from creating ScopeChat accounts. For certain features or functionality offered by us or others through the Services, users must not be under 17 years old. Those Services may be subject to separate terms from us or third parties that contain these further age requirements. If you are under 17 and use those Services, you may be violating the third party’s governing terms, which we deem a violation of these Terms as well.

You affirm that you are either at least 17 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously blocked or suspended or removed from the Services.

The Owner may, at The Owner's sole discretion, refuse to offer the Services to any person or entity. The Owner may, without notice and at The Owner's sole discretion, terminate your right to use the Services, or any portion thereof, and block or prevent your future access to and use of the Services or any portion thereof.

To International Users

The Services are hosted in the United States. If you are a user accessing the Services from outside of the United States with laws or regulations governing personal data collection, use, and disclosure that differ from the United States laws, please be advised that through your continued use of the Services, which are governed by U.S. law, you are transferring your personal information to the United States and you consent to that transfer.

Changes to these Terms

We reserve the right to change this Terms of Service from time to time. For example, we may need to change these Terms if we come out with a new feature. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). We encourage you to review the Terms of Service periodically to stay informed about our practices. If you continue to use the Service after the revised Terms have been posted, then you have accepted the changes to these Terms.

Whenever we make changes to these Terms, they are effective when the revised Terms are posted. If you continue to use the Service after the revised Terms have been posted, then you have accepted the changes to these Terms.

Privacy Policy

For information about how we collect and use information about users of the Service, please refer to our [Privacy Policy](#).

Creating accounts

When you create an account you also agree to maintain the security of your password and accept all risks of unauthorized access to your account. If you discover or suspect any Service security breaches, please let us know as soon as possible.

Right to use the Service

The Owner grants you a limited, nonexclusive, non-transferable and revocable license to access and use the Service. However, the App may only be used on mobile devices that you own or control. The terms of this license will also govern any upgrades provided by The Owner that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

However, unless The Owner expressly state otherwise, your right to use the Service does not include (i) publicly performing or publicly displaying the Service, (ii) modifying or otherwise making any derivative uses of the Service or any portion thereof, (iii) using any data mining, robots or similar data gathering or extraction methods, (iv) downloading (other than page caching) of any portion of the Service or any information contained therein, (v) reverse engineering or access to the Service in order to build a competitive product or service, or (vi) using the Service other than for its intended purposes. Should you do any of this, we may terminate your use of the Service, and may have infringed the copyright and other rights of The Owner, which may subject you to prosecution and damages.

All information, materials and content of the Service including, but not limited to, text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms and other content is, between you and The Owner, owned by The Owner or is used with permission.

Your content & conduct

You may not post, link and otherwise make available on or through the Service any of the following:

- Content that is illegal or unlawful;
- Content that may infringe or violate any patent, trademark, trade secret, copyright, right of privacy, right of publicity or other intellectual or other right of any party; and
- Viruses, corrupted data or other harmful, disruptive or destructive files or code.

Also, you agree that you will not do any of the following in connection with the Service or other users:

- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service;
- Collect any personal information about other users, or intimidate, threaten, stalk or otherwise harass other users of the Service;
- Create an account or post any content if you are under 17 years of age;
- Circumvent or attempt to circumvent any filtering, security measures, rate limits or other features designed to protect the Service, users of the Service, or third parties.

When you post, link or otherwise make available content to the Service, you grant us a nonexclusive, royalty-free, perpetual, irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content throughout the world in any manner or media, on or off the App.

Feedback

Any suggestions, comments or other feedback provided by you to us with respect to the Service will constitute our confidential information. We will be free to use, disclose, reproduce, license and otherwise distribute, and exploit this feedback as we see fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

Disclaimers, Limitation of Liability and Indemnification

THE SERVICE AND ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN AS IS OR AS AVAILABLE BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE.

IN NO EVENT WILL THE OWNER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

You agree to defend, indemnify and hold The Owner harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Service or the use of the Service by any person using your account violates any applicable law or regulation, or the rights of any third party, and/or your violation of these Terms.

Third Party Software

The software you download consists of a package of components, including certain third party software (“Third Party Software” and together with the App, the “**Package**”) provided under separate license terms (the “**Third Party Terms**”). Your use of the Third Party Software in conjunction with the App in a manner consistent with the terms of these Terms is permitted, however, you may have broader rights under the applicable Third Party Terms and nothing in these Terms is intended to impose further restrictions on your use of the Third Party Software.

Modifications to the Service

The Owner reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Service and/or any features, information, materials or content on the Service with or without notice to you. You agree that The Owner will not be liable to you or any third party for any modification or discontinuance of the Service or any portion thereof.

Consent to Electronic Communications

By using the Service you agree that we may communicate with you electronically regarding administrative, security and other issues relating to your use of the Service. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at legaloffice@scopechat.com.

Suspension/Termination

The Owner may suspend and/or terminate your rights with respect to the Service for any reason or for no reason at all and with or without notice at The Owner’s sole discretion. Suspension and/or termination may include restricting access to and use of the App. If your rights with respect to the Service are suspended and/or terminated, you agree to make no further use of the Service during suspension or after termination. All of the terms of these Terms (excluding the license grant) will survive any termination or suspension.

If The Owner believes a Post you have made violates these Terms, The Owner may make that Post invisible to other users without notifying you. Your Post will be visible to you, but will not appear for any other App user.

Governing Law; Arbitration

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH THE OWNER AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE OWNER.

In the event of any controversy or claim arising out of or relating in any way to these Terms or the Service, you and The Owner agree to consult and negotiate with each other and, recognizing your mutual interests, attempt to reach a solution satisfactory to both parties. If a settlement is not reached within a period of 60 days, then either of party may, by notice to the other demand mediation under the mediation rules of the American Arbitration Association in Queens, New York. We both give up our right to litigate our disputes and may not proceed to arbitration without first attempting mediation, except that you and The Owner are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Whether the dispute is heard in arbitration or in court, you and The Owner will not commence against the other a class action, class arbitration or other representative action or proceeding.

If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator in Queens, New York. The language of all proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding upon the parties, and their respective administrators and assigns, 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 arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys’ fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would

unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

DMCA Copyright Policy

a. Notice.

If you are a copyright owner or an agent thereof and believe that any content available on our Service infringes your copyrights, you may, pursuant to the Digital Millennium Copyright Act ("DMCA"), notify our Copyright Agent by providing the following information in writing (see 17 U.S.C § 512(e)(3)):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that a failure to comply with all of the above requirements will result in an invalid notification.

Adaptive Schemer, LLC.'s designated Copyright Agent to receive notifications of claimed infringement is:

ScopeChat DMCA Agent
Alfred M. Walker
Patent Attorney
225 Old Country Road
Melville, New York 11747

Email: legaloffice@scopechat.com

b. Counter-Notice.

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to other law, to submit the content to The Owner, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that was removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number and e-mail address and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, The Owner may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action

seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at The Owner's sole discretion.

NOTICE REGARDING APPLE

While you may be subject to certain terms and conditions with Apple, Inc. by using Apple's App Store or other products, these terms are specifically between You and The Owner. Your use of The Owner Service is governed solely by these terms.

Notwithstanding any terms to the contrary in these Terms, the following additional terms will apply to the download of the App for use on the iPhone, iPod Touch or iPad:

You and The Owner acknowledge that the terms are solely between you and The Owner, and not with Apple, Inc. ("Apple"), and that The Owner, not Apple, is solely responsible for the Service, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple iPhone App Store ("App Store"). You agree to pay all fees charged by the App Store in connection with the App (if any). You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service as of the date you download the App. In the event of any conflict between the terms and conditions of the Usage Rules for the Apple App Store Terms of Service and the terms and conditions of these Terms, the terms and conditions of the Usage Rules for the Apple App Store Terms of Service will govern if they are more restrictive.

Scope of License Regarding Apple

The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod Touch or iPad that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.

NOTICE REGARDING GOOGLE

While you may be subject to certain terms and conditions with Google, Inc. by using Google Play or other products, these terms are specifically between You and The Owner. Your use of The Owner Service is governed solely by these terms.

Notwithstanding any terms to the contrary in these Terms, the following additional terms will apply to the download of the App for use on the Android Phone and Android Tablets.

Google Android Phone, Android Tablets:

You and The Owner acknowledge that the terms are solely between you and The Owner, and not with Google, Inc. ("Google"), and that The Owner, not Google, is solely responsible for the Service, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Google Play ("Play Store"). You agree to pay all fees charged by the Play Store in connection with the App (if any). You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Google Play Terms of Service as of the date you download the App. In the event of any conflict between the terms and conditions of the Usage Rules for the Google Play Terms of Service and the terms and conditions of these Terms, the terms and conditions of the Usage Rules for the Google Play Terms of Service will govern if they are more restrictive.

Scope of License regarding Google

The license granted to you is limited to a non-transferable license to use the App on any Google Android Phone, Android Tablet that you own or control as permitted by the Usage Rules set forth in the Google Play Terms of Service.

Maintenance and Support

The Owner is solely responsible for providing maintenance and support services with respect to the App. You acknowledge and agree that Google or Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty

You acknowledge and agree that Google and/or Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Google and/or Apple, and Google and/or Apple will refund the purchase price, if any, paid to Google and/or Apple for the App by you; and to the maximum extent permitted by applicable law, Google and/or Apple will have no other warranty obligation whatsoever with respect to the App. You also acknowledge and agree that to the extent that there are any applicable warranties, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty, such will be the sole responsibility of The Owner. However, you understand and agree that in accordance with these Terms, The Owner has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App, except those implied by law.

Product Claims

You and The Owner acknowledge and agree that as between Google and The Owner or Apple and The owner, The Owner, not Google or Apple, is responsible for addressing any of your claims or any third party claims 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.

Intellectual Property Rights

You and The Owner acknowledge and agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, The Owner, and not Google or Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

Legal Compliance

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Questions Complaints and Claims

Any end-user questions, complaints or claims with respect to the App should be directed to:

ScopeChat DMCA Agent
Alfred M. Walker
Patent Attorney
225 Old Country Road
Melville, New York 11747

Email: legaloffice@scopechat.com

Third Party Beneficiary

The parties acknowledge and agree that Google and/or Apple, and Google's and/or Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Google and/or Apple will have the right (and will be deemed to have accepted the right) to enforce any of the terms and conditions of these Terms against you as a third party beneficiary thereof.