

Terms of Use

Last Modified: July 31, 2018

IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TAKING ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT YOU OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER AND NOTIFY THE RELEVANT AUTHORITIES.

Thank you for subscribing to The Basics with Dr. Mo! These terms of use (the "**Agreement**") govern access to and use of the website (the "**Website**") of Mo Possibilities, Inc. (hereinafter, "**Company**"; "**we**" or "**our**"), provided to you ("**User**" or "**you**"), so please carefully read them before using the Website.

These Terms, together with our Privacy Policy ("**Privacy Policy**") as set forth from time to time at our Website and which are hereby incorporated into this Agreement by reference, establish the legal terms and conditions of the agreement between us governing your use and our provision of the Website.

By using the Website, you agree to be bound by this Agreement. If you are using the Website on behalf of an organization, you are agreeing to this Agreement for that organization and representing that you have the capacity and authority to bind that organization to this Agreement. In that case, "you" and "your" will refer to that organization.

You may use the Website only in compliance with this Agreement. You may use the Website only if you have the power to form a contract with the Company and are not barred from doing so under any applicable constitutions, laws, ordinances, principles of common law, codes, regulations, statutes or treaties and all applicable orders, rulings, instructions, requirements, directives or requests of any courts, regulators or other governmental authorities ("**Law**"). You may not use the Website if you are under 13 years of age. By agreeing to this Agreement, you are representing to us that you are over 13.

1. Definitions. Capitalized terms in this Agreement have the meanings assigned to them in Section 10 or elsewhere in this Agreement, unless the context otherwise requires, which meaning will be equally applicable to both the singular and plural forms of those terms. In this Agreement, unless a clear contrary intention appears (a) "Section" refers to sections of this Agreement; (b) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term, and (c) any provision for Company's discretion, consent or approval allows Company to exercise its discretion and to grant or withhold its consent or approval in its sole and absolute discretion.

2. Services Provided by Company.

2.1 Services. Subject to the terms of this Agreement, Company may provide the User with access to information on sex, sexual health, relationships and a wide range of life issues. Information you receive through the Website should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. We do not provide any representations or warranties with respect to any information you receive through the Website, including that any particular medication or treatment is safe, appropriate, or effective for you, and we not recommend or endorse any specific tests, providers, medications, products or procedures. You should never rely on or make health or well-being decisions purely on the basis of information you receive through the Services. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified healthcare provider because of information you received through the Services.

2.2 Updates. Company reserves the right to change or upgrade any equipment or software that Company uses without notice to User. Company may install security patches, updates, upgrades and service packs with respect to the Website (“**Updates**”) as Company determines in its discretion, and Company reserves the right, but not the obligation, to roll back any Updates. Updates may change system behavior and functionality and as such may negatively affect the Website. Company will not be responsible or liable for service disruption or changes in functionality or performance due to Updates. Company will not be responsible or liable for issues that may arise from incompatibilities between User's systems or software and any Update or hardware or software change or configuration, regardless of whether discretionary or requested.

3. User Obligations. User will use the Website for personal purposes only and is at all times conditioned on User:

- (a) complying with the Specifications at all times;
- (b) otherwise performing User’s obligations under this Agreement; and
- (c) complying with all applicable Law in the use of the Website.

4. Intellectual Property Rights; Data.

4.1 Website. As between you and Company, Company owns and will retain all right, title and interest in all Intellectual Property Rights embodied or fixed in, or otherwise pertaining to, the Website. Subject to the terms and conditions of this Agreement, Company does not grant, and User does not receive or possess, any right or interest in any of Company’s Intellectual Property Rights, or any other type of right or interest, whether an economic, property or moral rights interest in the Website. User acknowledges that Company may from time to time upgrade or otherwise change the

Website or the Specifications in its discretion. Company will use commercially reasonable efforts to notify User of any such changes that may affect the way in which User connects to the Website. User is responsible for satisfying itself that it can successfully interface with the Website under the Specifications, and User understands that Company may change those Specifications from time to time and that User may not be aware when changes have been made or are about to be made. User is prohibited from copying or otherwise reproducing or attempting to reproduce the Website. User agrees not to modify, disassemble, decompile, reverse engineer, create derivative works of the Website.

4.2 Data. Subject to the terms and conditions of this Agreement, User hereby grants Company a limited, worldwide, non-exclusive, royalty-free license during the Term to use, copy, store and transform User Data, including modifying or editing, combining with other materials, and creating derivative works of the User Data with other Content and data, solely in order to provide use of the Website as provided under this Agreement and subject to its terms. As between User and Company, Company agrees that User owns all right, title and interest, including all Intellectual Property Rights, in and to the User Data, and any changes, modifications or corrections to them. For purposes of this Agreement, “**User Data**” means any data of User processed or stored using the Website. Company also may aggregate User Data with that of other users for any purpose, including analyzing and improving Company’s services to all users and we may share that aggregate information publicly, including to show trends about the general use of the Website with the press, in our marketing materials or with our business partners, so long as Company does not in the process disclose to any third parties User Data in a manner that is readily personally identifiable to User.

4.3 Reservation of Rights. Each party does not grant, and hereby expressly reserves onto itself, all rights not granted in this Agreement.

4.4 Injunctive Relief. User agrees that any breach by User of this Section 4 is likely to cause irreparable injury for which Company would have no adequate remedy at law. Therefore, in the event of such a breach or threatened breach and subject to Section 9.10, Company will be entitled to seek injunctive relief, without limiting any other rights or remedies that may be available to it and User agrees to waive any requirement for the securing or posting of any bond in connection with any Company efforts to seek injunctive relief in accordance with this Section 4.4.

5. Representations, Warranties and Covenants.

5.1 Authority. User represents, warrants and covenants to Company that User has full power and authority to enter into this Agreement, to carry out User’s obligations under this Agreement and to grant the rights and licenses granted by User to Company pursuant to this Agreement.

5.2 Approval. User warrants to Company that User has and will have at all times during the Term all licenses, approvals, qualifications, permits or certificates required in respect of the delivery of all information provided pursuant to this Agreement.

5.3 Compliance with Law. User represents, warrants and covenants to Company that in connection with all actions under this Agreement, User will comply with all applicable Law, including all Law related to privacy.

5.4 Conflicting Obligations. User represents, and warrants to Company that User has no outstanding agreement or obligation which is in conflict with any of the provisions of this Agreement, or which would preclude User from complying with the provisions hereof, and further agrees that, during the Term, User will not enter into any such conflicting agreement.

5.5 Cooperation. User will provide Company with access to, and use of, all information, data, documentation and other materials reasonably necessary for Company to fulfill its obligations under this Agreement.

6. Indemnification. User will defend, indemnify, save, and hold Company and its Affiliates, officers, employees, agents, suppliers or licensors harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, costs of investigation, and the amount of any settlements, asserted against Company and them that may arise or result from (a) User's use of the Website, (b) User's breach of any representation, warranty or covenant in this Agreement, (c) User's negligence, willful misconduct or violation of applicable Law, (d) any User Data, or (e) any disclosure of personally identifiable information or other confidential information in violation of third-party rights or applicable Law except if solely attributable to a willful violation of applicable Law by Company.

7. Limitations and Disclaimers.

7.1 Limitation of Liability. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, EVEN IF SUCH PARTY WILL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR CUSTOMER'S OBLIGATIONS UNDER SECTIONS 3(c), 6, 7.3, AND 9.10, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE LOWER OF (a) \$1,000, AND (b) THE AGGREGATE AMOUNTS PAID OR PAYABLE BY WAY OF FEES, IF ANY, FOR THE 6-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

7.2 Disclaimer of Warranties. ASIDE FROM THE WARRANTIES THAT COMPANY EXPRESSLY SETS FORTH IN WRITING IN THIS AGREEMENT, IT PROVIDES THE WEBSITE “AS-IS” AND “WITH ALL FAULTS.” EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE AND CUSTOMER’S USE THEREOF. CUSTOMER WAIVES ANY AND ALL WARRANTIES THAT MAY BE IMPLIED BY LAW, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS MADE REGARDING THE RESULTS OF THE WEBSITE, OR THAT USE OF WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS IN THE WEBSITE WILL BE CORRECTED, OR THAT THE WEBSITE'S FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER IS RESPONSIBLE FOR AND MUST PROVIDE ALL HARDWARE, SOFTWARE, SERVICES AND OTHER COMPONENTS NECESSARY TO ACCESS THE WEBSITE. COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR ASSURANCES THAT CUSTOMER'S HARDWARE, SOFTWARE AND OTHER SERVICES AND SYSTEMS WILL BE COMPATIBLE WITH THE WEBSITE. COMPANY WILL HAVE NO RESPONSIBILITY FOR ANY HARM TO CUSTOMER'S COMPUTER SYSTEM, LOSS OR CORRUPTION OF DATA, OR OTHER HARM THAT RESULTS FROM CUSTOMER'S ACCESS TO OR USE OF THE WEBSITE. Some states do not allow the types of disclaimers in this Section 7.2, so they may not apply to you.

7.3 Third-Party Services. Links from the Website to external websites (including external sites that are framed by the Website) or inclusion of advertisements do not constitute an endorsement by Company of those sites or the content, products, advertising and other materials presented on those sites or of the products that are the subject of those advertisements but are for User's reference and convenience. User accesses those sites or the products that are the subject of those advertisements at User's risk. It is User's responsibility to evaluate the content and usefulness of the information obtained from other sites. Company does not control those sites and is not responsible for their content. Company provision of links to third-party sites does not mean that Company endorses any of the material on those sites or has any association with their operators. User further acknowledges that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by this Agreement. Company expressly disclaims any liability derived from the use and/or viewing of links that may appear on the Website. User agrees to hold Company harmless from any liability that may result from the use of links that may appear on the Website.

8. Term and Termination. The term of this Agreement (the "**Term**") will begin on the Effective Date and will continue until it is terminated pursuant to its terms. Either party may terminate this Agreement at any time. Company may terminate this Agreement by notice to User. User may terminate this Agreement by terminating User's subscription.

The provisions of Sections 1, 3, and 4-10, as well as any other terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, will survive and continue in full force and effect after any termination or expiration of this Agreement. Any license(s) granted to User under this Agreement will automatically terminate on termination or expiration of this Agreement.

9. Miscellaneous.

9.1 Assignment. User will not assign, transfer or delegate its rights or obligations under this Agreement to any third party without Company's prior written consent. For the purposes of this Agreement, any sale or transfer by User of all or substantially all of its stock or assets or by merger or otherwise by operation of law is considered an assignment, requiring Company's express written consent. Company may freely assign this Agreement or transfer any of its interest herein, including to any Company Affiliate, to a purchaser of all or substantially all of Company's assets, and to a successor in interest of Company as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof will inure to the benefit of and be binding on each party's successors, administrators and permitted assigns.

9.2 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

9.3 Entire Agreement; No Reliance. This Agreement, including the Privacy Policy, constitutes the entire agreement and understanding between the parties with respect to its subject matter, and this Agreement merges and supersedes all prior agreements, discussions and writings with respect to its subject matter. Each party represents that it has not relied on any representations made by the other party or its representatives or on any descriptions, illustrations or specifications contained in any physical or digital text including websites, proposals, catalogues or other publicity material. Each party has relied only on the express terms of this Agreement, and not on any representations of the other party not set forth in this Agreement, nor on any other documents or materials of the other party not expressly made a part of this Agreement.

9.4 Force Majeure. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, terrorism, strike, embargo, governmental action or failure to act, the act of any civil or military authority, act of God, inability to secure material or transportation facilities, acts or omissions of carriers, power outages, computer failures, or by any other causes beyond its control whether or not similar to the foregoing.

9.5 No Waiver. The waiver, modification, or failure to insist by a party on any of the provisions of this Agreement will not void, waive, nor modify any of the other provisions

nor be construed as a waiver or relinquishment of such party's right to performance in the future of any such provision.

9.6 Relationship of the Parties. The relationship of the parties under this Agreement is one of independent contractors, and no agency, partnership, employment, joint venture or similar relationship is created by this Agreement. Except as specifically authorized, neither party will have any authority to assume or create obligations on the other party's behalf, and neither party will take any action that has the effect of creating the appearance of its having such authority.

9.7 Notices. Any notice required or permitted under this Agreement will be given in writing by personal delivery, by USPS Priority Express Mail, by nationally recognized overnight delivery service (e.g. UPS), or e mail. Any notice will be deemed received on the earlier of the date of actual delivery or the date on which delivery is refused, regardless of whether the party has vacated the physical address or discontinued the e-mail address. The notice address and e-mail address for User will be the address and e-mail address on record with Company as modified by User through the Website from time to time. The notice address for Company will be 250 West 99th Street, New York NY 10025 and the e-mail address for Company will be info@drmobsx.com, as reflected in this Agreement as modified from time to time, pursuant to its terms.

9.8 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies on any person or entity other than the parties.

9.9 Amendment. Company may revise this Agreement from time to time and the most current version will always be posted on the Website. If a revision, in Company's discretion, is material Company may, but have no obligation to, notify User, including by postings to relevant Company blogs, so please check those pages regularly. By continuing to access or use the Website after revisions become effective, User agrees to be bound by the revised terms. If User does not agree to the new terms, User must cease using the Website.

9.10 Governing Law; Arbitration. This Agreement will be governed by, and construed in accordance with, and all disputes between the parties will be governed exclusively by the domestic internal laws of the State of New York, without regard for conflicts of law principles. Binding, confidential arbitration pursuant to this Section 9.10 will be the only remedy for any dispute or claim of any kind, including third-party claims arising under, concerning, or relating to this Agreement, its interpretation, its validity (including any claim that all or any part of this Agreement is void or voidable), its termination, or its subject matter, whether sounding in contract, tort, equity, statutory law, administrative regulation or otherwise (a "**Claim**"). Any Claim, will be resolved in a confidential expedited arbitration administered by the JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures (the "**Rules**") then in effect. Any Claim submitted to arbitration will be decided by a single, neutral arbitrator (the "**Arbitrator**") mutually agreed by the parties or, if they cannot agree within 15 business days of the

commencement of arbitration, in accordance with the Rules. The Arbitrator must be qualified as a New York attorney who has at least ten years of prior combined professional experience either as a judge or in private practice as a business or commercial litigator. Any arbitration hearings or conferences pursuant to this Section 9.10 will be conducted exclusively by means of conference telephone or other communications technology, as reasonably determined by the Arbitrator, by means of which all persons participating in those hearings or conferences can hear each other, and neither the Parties, the Arbitrator or any attorneys, witnesses or other representatives of the Parties will be required to be physically present in any particular place for purposes of any hearing or conference. The Arbitrator will have the exclusive power to adjudicate the alleged breach, enforcement, interpretation or validity of this Agreement, including as to the scope or applicability of this arbitration clause. Discovery within the arbitration will be limited as reasonable or necessary by the Arbitrator. If there is more than one Dispute between the parties, all such Disputes may be heard in a single arbitration under this Section 9.10. Except to the extent required by applicable Law that cannot be waived or modified by this Agreement, Disputes under this Agreement may not be consolidated into a single arbitration proceeding with disputes between the Company and other persons, even if those disputes are governed by an arbitration proceeding similar or identical to this Section 9.10 and even those other persons are similarly situated and their disputes are similar or identical in the nature to a Dispute under this Agreement. All JAMS fees and costs will be borne equally by the parties, except that in rendering the award, the Arbitrator will allocate and award an appropriate share of the prevailing party's reasonable attorneys' fees and costs, to the losing party. Judgment on any arbitration award may be entered and enforced by any court of competent jurisdiction. EACH PARTY EXPRESSLY AGREES AND UNDERSTANDS THAT BY AGREEING TO ARBITRATION, IT IS WAIVING THE RIGHT TO A JURY TRIAL OR TO A CIVIL ADMINISTRATIVE TRIBUNAL.

10. Definitions. The following terms will be defined as set forth below for purposes of this Agreement:

"Affiliate" means, in respect of a party, any company or other business entity controlled by, controlling, or sharing common control. For the purposes of this definition, "control" will mean the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of 50% or more of the voting interest, by contract, or otherwise.

"Content" means software, technology, text, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to and/or from Services, as well as the design and appearance of our websites.

"Intellectual Property Rights" means all copyrights fixed in any medium now known or hereafter discovered, including copyrights in computer programs, pictorial works, audiovisual works, literary works, musical works, sound recordings, motion pictures and

the like; patents, trademarks, trade names, trade secrets, design rights, design models, database rights and topography rights, all rights to bring an action for passing off, rights of privacy or publicity, and any other similar form of intellectual rights in intangible property or proprietary rights, statutory or otherwise, whether registered or not, and whether applied for or not, all rights to apply for protection in respect of any of the above rights and all other forms of protection of a similar nature or that relate to intangible property, ideas or expression, as they may exist anywhere in the world.

"Specifications" means the documentation and specifications provided by Company to User from time to time (through the Website, or otherwise) with respect to use of the Website.