

LOPNetwork.com, Inc.
Terms of Service

Welcome to www.LOPNetwork.com (the "Site") operated by LOPNetwork.com, Inc. ("LOPNetwork", "we", "us" or "our"). We provide our visitors and members (collectively, "You" or "Your") with a platform and social network designed to catalog, database, match, list and connect service providers ("LOP Providers") that offer Letters of Protection services ("LOP Services") and attorneys looking for LOP services for their injured clients. Your use of LOPNetwork's products, software, services, mobile application (the "App") and web sites (referred to collectively as the "Services") is subject to these terms and conditions (the "Terms of Use"). THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE AND SERVICES. BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR THE SITE OR DOWNLOADING THE APP, YOU ARE ACCEPTING THESE TERMS OF USE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS OF USE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE TERMS OF USE IF YOU ARE NOT AT LEAST 18 YEARS OF AGE. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OF USE IN THEIR ENTIRETY, DO NOT ACCESS AND/OR USE THE SERVICES. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE AND/OR DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OF USE IN THEIR ENTIRETY, AND YET, CONTINUE WITH THE USE OF THE SITE, WE DO NOT ACCEPT ANY RESPONSIBILITY OR LIABILITY FOR YOUR USE.

Please review the following terms carefully. You may access the Site or use the Services as a "Visitor" (which means that You simply browse the Site), or as a "Member" (which means that You have established an account with us (Your "Account")).

Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will be presented to You for Your acceptance when you sign up to use the supplemental Service. If these Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service and Your use thereof. Once accepted, the Supplemental Terms are incorporated into these Terms of Use.

PLEASE BE AWARE THAT SECTION 18 OF THESE TERMS OF USE, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THESE TERMS. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE, APP, OR SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF TEXAS, CONSISTENT WITH

THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THESE TERMS OF SERVICE.

PLEASE NOTE THAT THESE TERMS OF USE ARE SUBJECT TO CHANGE BY LOPNETWORK IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, LOPNetwork will make a new copy of the Terms of Service available at <https://www.LOPNetwork.com/terms> and/or within the App. We will also update the "Last Updated" date at the top of the Terms of Use. If we make any material changes, and you are a Member, we will also send an email to you at the last e-mail address you provided to us pursuant to the Terms of Use. Any changes to the Terms of Use will be effective immediately for new users of the Service and will be effective thirty (30) days after posting notice of such changes on the Site for existing Members, provided that any material changes shall be effective for users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Site and/or App or thirty (30) days after dispatch of an e-mail notice of such changes to existing Members. LOPNetwork may require you to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Services. Otherwise, your continued use of the Site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS OF USE.

1. MEMBER ELIGIBILITY & ACCOUNTS.

- a. Eligibility. By using the Site, You represent and warrant that:
 - i. You are at least 18 years old;
 - ii. You are and will continue to be a United States citizen and/or a person legally authorized to work in the United States;
 - iii. You have the right, authority and capacity to enter into these Terms of Use;
 - iv. You will abide by all the terms and conditions of these Terms of Use;
 - v. neither You, nor anyone in Your household (A) has been the subject of a complaint, restraining order or any other legal action, arrested for, charged with or convicted of any criminal offense or (B) has been and/or is currently required to register as a sex offender in any jurisdiction or with any governmental entity.

- b. Member Accounts. A Visitor may browse the Site in accordance with these Terms of Use, but will not have access to certain Services without first becoming a Member. In order to use the Services available to a Member, You are required to set up an Account with us. When You set up an Account, You are required to select a unique user ID and password (collectively "Account Credentials"). You promise that all information You provide to us is true, accurate, current and complete; and You agree to maintain and promptly update such information to keep it true, accurate, current and complete. You may not transfer or share Your Account Credentials with any third parties, and You are solely responsible for maintaining the confidentiality of Your Account Credentials. You acknowledge and agree that we rely on Account Credentials to know whether users accessing the Site and using

our Services are authorized to do so. If someone accesses our Site or Services using Your Account Credentials, we will rely on the Account Credentials and will assume that it is really You who is accessing the Site and Services. You are solely responsible for any and all use of Your Account Credentials and Account and all activities that occur under or in connection with Your Account Credentials or Account. You agree to be responsible for any act or omission of any users that access the Site or Services under Your Account Credentials. You agree not to register for more than one Account or register for an Account on behalf of any group or entity. If You are creating an Account on behalf of a third party, You represent that you have the authority to represent such third party and bind the third party to these Terms of Use. For illustration purposes only, if You are creating a Patient/Family account on behalf of a loved one who is seeking care, You represent that your loved one has provided You with proper authority to act on their behalf and that Your loved one will abide by these Terms of Use.

2. MEMBER VERIFICATION.

- a. Member Verification by Members. You are solely responsible to make Your own decision regarding the other Members that You engage through the Site. LOPNetwork may make a third-party verification service available to Members. Members may use this service to verify information of other Members such as, but not limited to, name, address, social security number, and criminal background. Use of a third-party verification service is voluntary. If You decide to use or access information provided by a third-party verification service offered through the Site, You do hereby represent, understand and expressly agree that LOPNetwork is a conduit for the third-party verification service and does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party verification service. In addition, You understand that LOPNetwork may review the information provided by the third-party verification service. If You use the third party verification service, and such verification is governed by the Fair Credit Reporting Act (the "FCRA"), You represent and warrant that You will comply with the FCRA, which can be found at <http://www.ftc.gov/os/statutes/fcrajump.shtm>. LOPNetwork expressly disclaims any and all liability that may result from the use of the information provided by the third party verification service. LOPNetwork expressly disclaims, and You expressly release LOPNetwork from, any and all liability whatsoever for any controversies, claims, suits, injuries and/or damages arising from and/or in any way related to (a) any misstatements and/or misrepresentations made by any Member or (b) THE ACCURACY, TIMELINESS OR COMPLETENESS OF ANY BACKGROUND CHECK provided to you in connection with the site or the services.
- b. Optional Member Verification by LOPNetwork. You understand and agree that LOPNetwork has the right, but not the obligation, to independently verify any statement made by any Member on the Site or verify that any Member meets any of the eligibility criteria set forth above. In the event that LOPNetwork chooses to verify the

representations and warranties or any information provided by You through Your use of the Site, You hereby authorize LOPNetwork, either directly or through our vendors or service providers, to attempt to verify such information, which verification may include, without limitation, conducting criminal background checks, sex offender registry checks, motor vehicle records checks, identification verifications, credential verification checks, credit checks and/or using available public records. You consent to any collection, use or disclosure in order to accomplish such verification.

3. LOPNETWORK IS A VENUE. The Site is strictly a venue designed to list and display LOP Providers (“LOP Providers”) to attorneys (“Attorneys”). LOPNetwork DOES NOT provide or arrange for healthcare or any other kinds of services. LOPNetwork DOES NOT participate in the interaction between LOP Providers and Attorneys except to display by match specificity LOP Providers to Attorneys based upon inputted preferences and match criteria (defined below). LOPNetwork DOES NOT provide any healthcare billing services. LOPNetwork DOES NOT employ or represent to employ any LOP Providers or Attorneys. LOPNetwork DOES NOT express or promote directly or indirectly any LOP Providers to any potential Attorney. Any disputes related to the services received by Attorneys or must be resolved directly between Attorneys and LOP Providers. You understand and agree that LOPNetwork has no control over and is not responsible for the acts or omissions of any Members on or off the Site. You also understand and agree that LOPNetwork makes no representation or warranty regarding the quality of any services provided by any Member. LOPNetwork is not responsible for the accuracy or reliability of any information provided by any Member on the Site. LOPNETWORK EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE LOPNETWORK FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF MEMBERS ON OR OFF THE SITE, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY LOP PROVIDER.
4. LICENSE. Subject to these Terms of Use, LOPNetwork grants You a non-transferable, non-exclusive, revocable, limited license to (a) download, install and use a copy of the App on one or more mobile devices or computers or internet web browsers that You own or control, and (b) to use the other aspects of the Services, in each case solely for Your own personal or internal business purposes. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store or Google Play Store (each an “App Store” and references to the App Store include the corporate entity and its subsidiaries making the App Store available to You), You agree to comply with all applicable third party terms of the App Store (the “Usage Rules”) when using the App. To the extent the terms of these Terms of Use provide for usage rules that are less restrictive than or otherwise in conflict with the Usage Rules, the more restrictive term applies. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), You will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Accessing and Downloading an App Store Sourced Application. The following applies to any App Store Sourced Application.

- a. You acknowledge and agree that (i) these Terms of Use are concluded between You and LOPNetwork only, and not Apple, and (ii) LOPNetwork, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
 - b. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
 - c. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to You and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between LOPNetwork and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of LOPNetwork.
 - d. You and LOPNetwork acknowledge that, as between LOPNetwork and Apple, Apple is not responsible for addressing any claims You have or any claims of any third party relating to the App Store Sourced Application or Your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
 - e. You and LOPNetwork acknowledge that, in the event of any third-party claim that the App Store Sourced Application or Your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between LOPNetwork and Apple, LOPNetwork, 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.
 - f. You and LOPNetwork acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use as related to Your license of the App Store Sourced Application, and that, upon Your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to Your license of the App Store Sourced Application against You as a third-party beneficiary thereof.
 - g. Without limiting any other terms of these Terms of Use, You must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.
5. **OWNERSHIP.** You understand and acknowledge that the software, code, proprietary methods and systems used to provide the Site or Services ("Our Technology") are: (a) copyrighted by us and/or our licensors under United States and international copyright laws; (b) subject to other intellectual property and proprietary rights and laws; and (c) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these

Terms of Use grant You any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Site according to these Terms of Use. Except as expressly provided in Section 4, nothing in these Terms of Use will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, tradenames, service marks or logos (“Marks”) of LOPNetwork Inc. or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third party software provided in connection with the Site or Services will be governed by such third parties’ licenses and not by these Terms of Use.

6. RULES REGARDING INFORMATION AND OTHER CONTENT. When You access the Site and/or Services, You obtain access to various kinds of information and materials, all of which we call “Content.” Content includes information and materials posted to the Site or through the Services by You and other Members. You are entirely responsible for each individual item of Content that You post, email or otherwise make available on the Site or the Services. As between You and us, You retain ownership and any intellectual property rights in any copyrighted materials that are contained in Content that You post to the Site or through the Services. You grant us a non-exclusive, royalty-free, fully paid, fully sub-licenseable, worldwide license, under any and all of Your copyright and other intellectual property rights related to that Content. You agree that any such Content or any derivative works thereof, may be disseminated, distributed, publicly displayed, reproduced, used, sublicensed, posted, or published by us, and searched, displayed, printed or otherwise used or exploited by our Visitors and Members. You agree not to revise Content posted by others, and You represent and warrant that You will not post or use any Content in any manner that:
- a. Infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;
 - b. Violates the privacy, publicity, or other rights of third parties, including other Members;
 - c. Violates any law, statute, ordinance or regulation, including laws regarding anti-discrimination and false advertising;
 - d. Is false or inaccurate or becomes false or inaccurate at any time;
 - e. Is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;
 - f. Discloses or provides information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others; Misrepresents Your identity in any way;
 - g. Misrepresents Your identity in any way;
 - h. Contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information

- i. Contains any advertising or solicitation for anything other than home care services offer through the Site;
- j. Advocates or encourages any illegal activity; or
- k. Has the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.

Though we strive to enforce these rules with all of our Members, and our other customers, You may be exposed through the Site or Services to Content that violates our policies or is otherwise offensive. You access the Site and Services at Your own risk. We may, but are not obligated to, delete Accounts and/or remove Content from the Site if we determine or suspect that those Accounts or Content violate the terms of these Terms of Use or the applicable agreement with the offending Member(s). We take no responsibility for Your exposure to Content on the Site or through the Services whether it violates our content policies or not.

7. GENERAL RULES OF USER CONDUCT. LOPNetwork.com's goal to make access to our Site and Services a good and unique experience for Visitors and all of our Members. Correspondence between Members is for the sole purpose of connecting Attorneys, LOP Providers and other Members for purposes relating to connecting LOP Providers and Attorneys. If You receive the personal information of any other Member through the use of the Services, You may use the information solely as necessary to conduct a transaction through the Site and Services. You may not use another Member's personal information for any other purpose. You agree to not, and represent and warrant that You will not reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or Services, use of the Site or Services or access to the Site or Services for any purposes other than for which the Site or Services are being provided to You, or do any of the following:

- a. Recruit, solicit or contact any Member for employment or contracting for a business not affiliated with LOPNetwork;
- b. Contact other Members for any purpose other than as set forth in this Terms of Use;
- c. Harass, intimidate or otherwise engage in illegal or offensive behavior with respect to any other Member;
- d. Conduct or promote any illegal activities while using the Site or Services;
- e. Upload, distribute or print anything related to or that may be harmful to minors;
- f. Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
- g. Attempt to gain access to secured portions of the Site or Services to which You do not possess access rights;
- h. Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- i. Use the Site or Services to generate unsolicited email advertisements or spam; allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam);
- j. Use the Site or Services to stalk, harass or harm another individual;

- k. Use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
- l. Interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;
- m. Use any robot, spider, other automatic device, or manual process to extract, “screen scrape,” monitor, “mine,” or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission; and LOPNetwork reserves the right, in its sole discretion, to terminate Your use of the Site or assess a \$10,000 daily penalty fee for violation of this provision;
- n. Impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity; or
- o. Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

LOPNetwork follows an equal opportunity employment policy and employs personnel without regard to race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, disability status, veteran status, military obligations, and marital status. Additionally, LOPNetwork is committed to serving all clients, their caregivers and family members, regardless of race, ethnicity, sex, age, religion, national origin, mental or physical ability, sexual orientation, gender identity and expression, ancestry, military discharge status, marital status, source of income, housing status or other protected classification.

8. PAYMENTS. Access to the Site and basic Services of LOPNetwork are at a premium for LOP Providers and Attorneys (collectively, “Premium Services”). By using our Premium Services, the applicable User agrees to pay LOPNetwork the fees then in effect unless specifically notified otherwise. LOPNetwork reserves the right, at any time, to modify its fees and/or billing methods. In exchange for the Premium Services, the applicable User authorizes LOPNetwork to deduct the then-current fee from all payments processed by LOPNetwork or a third party service provider on the applicable User’s behalf.
- a. Premium Memberships, if and when made available, may be automatically extended for successive renewal periods of the same duration as the membership originally selected (as indicated at the time of sign-up). IF YOU SIGN UP FOR A MEMBERSHIP THAT IS SUBJECT TO AUTOMATIC RENEWAL, YOU AGREE THAT THE TERM OF SUCH MEMBERSHIP OR FEATURE WILL BE AUTOMATICALLY RENEWED AT THE END OF EACH TERM UNLESS AND UNTIL YOU CANCEL PRIOR TO THE END OF THE CURRENT TERM. BY CALLING LOPNETWORK AT 832-454-3333, BY EMAILING AT info@LOPNetwork.com , OR THROUGH YOUR ACCOUNT SETTINGS. Upon automatic renewal, you authorize LOPNetwork to charge your selected payment method the then current applicable fee in accordance with membership plan you selected. Upon cancellation, you will have access to the membership benefits until the end of the then-current membership term, and the

membership will not be renewed after that term expires. You will not be eligible for a refund of any portion of the membership fees paid for the then-current membership period. Further upon cancellation, You agree to not list your information on any other network, platform, or venue that offers similar services as LOPNetwork for a period of twenty-four (24) months. LOPNetwork is not responsible for and will not reimburse any fees incurred by you from you bank or other financial institution, including without limitation overdraft charges, insufficient funds charges, interest charges, or finance charges, which may have occurred as a result of charges billed by LOPNetwork.

- b. LOPNetwork is not responsible for and will not reimburse any fees incurred by the applicable User from their bank or other financial institution, including without limitation overdraft charges, insufficient funds charges, interest charges, or finance charges, which may have occurred as a result of charges billed by LOPNetwork.
 - c. LOPNetwork reserves the right to correct any errors in the payment of LOPNetwork fees even if it has already requested and/or received payment. The applicable User will remain responsible for the LOPNetwork fee and any other applicable fees in connection with any refund or chargeback of the applicable User's payment.
 - d. LOPNetwork may use third party payment processing services to process credit card or bank information. LOPNetwork expressly disclaims any and all liability for any claims or damages related to LOPNetwork's use of third party payment processing services, including without limitation any damage that may result should any such information be released to any third parties.
 - e. For purposes of clarity, the Premium Services or Memberships provided by LOPNetwork to the applicable User do not include any services related to submitting claims for reimbursement from any third party payer. In addition, no Care Provider may make any claim for reimbursement from any third party payer, including any private or governmental insurance provider, in connection with the services provided to any Care Seeker by such Care Provider.
9. TEXT MESSAGES. LOPNetwork may send Members SMS text messages in connection with the Services, use of this Site or otherwise. Receipt of the SMS text messages from LOPNetwork is voluntary. By deciding to receive SMS text messages from LOPNetwork, You give LOPNetwork express permission to send SMS text messages to Your cellular phone and/or mobile device. Additionally, You do hereby represent, understand and expressly agree that LOPNetwork does not have control over or assume any responsibility for the quality, accuracy, or reliability of this Service. Carrier charges may apply for receiving SMS text messages. You are solely responsible for any costs You incur when receiving SMS text messages from LOPNetwork.
10. LOPNETWORK MESSAGING FORUM. LOPNetwork Members may use the LOPNetwork Messaging Forum designed to facilitate communication between Attorneys and their families with LOP

Providers and other Members with LOP Providers that the applicable User wishes to share information with, such as their healthLOP Providers. The LOPNetwork Messaging Forum includes discussion forums, document sharing, posting announcements, scheduling events and related Services. Your use of the LOPNetwork Forum is governed by this Agreement. In no event shall derogatory, inflammatory, rude, threatening or otherwise indecent language or messages be accepted on the LOPNetwork Messaging Forum. Users violating this strict Term of Use shall be subject to ejection as a Member of the Site and a forfeiture of all fees paid, if any, up until the expiration of the next term billing cycle of that ejected Member.

11. NO PROFESSIONAL ADVICE. All information, materials, content and/or advice on the Site or provided through the Services is for *informational purposes only* and is not intended to replace or substitute for any professional, financial, medical, legal or other advice. **LOPNetwork expressly disclaims, and You expressly release LOPNetwork from, any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site.** You should consult with an appropriately trained specialist for all concerns that require professional or medical advice.
12. PROMOTIONAL OFFERS. We may run promotional offers from time to time on the Site. The terms of any such promotion will be posted on the Site. Unless otherwise indicated, we may establish and modify, in our sole discretion, the terms of such offer and end such offer at any time.
13. MODIFICATIONS TO THE SITE OR SERVICES. We reserve the right to modify or discontinue the Site or Services with or without notice to You. LOPNetwork.com will not be liable to You or any third party should we exercise our right to modify or discontinue the Site and/or Services. If You object to any such changes, Your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate Your acknowledgement of such changes and satisfaction with the Site or Services as so modified.
14. THIRD PARTY CONTENT AND OTHER WEBSITES. CONTENT FROM OTHER MEMBERS, ADVERTISERS, AND OTHER THIRD PARTIES MAY BE MADE AVAILABLE TO YOU THROUGH THE SITE AND/OR THE SERVICES. BECAUSE WE DO NOT CONTROL SUCH CONTENT, YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH CONTENT. WE DO NOT MAKE ANY GUARANTEES ABOUT THE ACCURACY, CURRENCY, SUITABILITY, OR QUALITY OF THE INFORMATION IN SUCH CONTENT, AND WE ASSUME NO RESPONSIBILITY FOR UNINTENDED, OBJECTIONABLE, INACCURATE, MISLEADING, OR UNLAWFUL CONTENT MADE AVAILABLE BY OTHER MEMBERS, ADVERTISERS, AND OTHER THIRD PARTIES OR VIOLATION OF ANY THIRD PARTY RIGHTS RELATED TO SUCH CONTENT. THE SITE AND SERVICES MAY CONTAIN LINKS TO WEBSITES NOT OPERATED BY US. WE ARE NOT RESPONSIBLE FOR THE CONTENT, PRODUCTS, MATERIALS, OR PRACTICES (INCLUDING PRIVACY PRACTICES) OF SUCH WEBSITES. YOU UNDERSTAND THAT BY USING THE SITE AND/OR SERVICES YOU MAY BE EXPOSED TO THIRD-PARTY WEBSITES THAT YOU FIND OFFENSIVE, INDECENT OR OTHERWISE OBJECTIONABLE. WE MAKE NO WARRANTY, REPRESENTATION, ENDORSEMENT, OR GUARANTEE REGARDING, AND ACCEPT NO RESPONSIBILITY FOR, THE QUALITY, CONTENT, NATURE OR RELIABILITY OF THIRD PARTY WEBSITES, PRODUCTS OR SERVICES

ACCESSIBLE BY HYPERLINK OR OTHERWISE FROM THE SITE OR SERVICES. WE PROVIDE THESE LINKS FOR YOUR CONVENIENCE ONLY AND WE DO NOT CONTROL SUCH WEBSITES. OUR INCLUSION OF LINKS TO SUCH WEBSITES DOES NOT IMPLY ANY ENDORSEMENT OF THE MATERIALS ON SUCH THIRD PARTY WEBSITES OR ANY ASSOCIATION WITH THEIR OPERATORS. IT IS YOUR RESPONSIBILITY TO REVIEW THE PRIVACY POLICIES AND TERMS OF USE OF ANY OTHER WEBSITE YOU VISIT. YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU IN CONNECTION WITH ANY WEBSITES, CONTENT, PRODUCTS, MATERIALS, OR PRACTICES OF ANY THIRD PARTY, INCLUDING OTHER MEMBERS. Please refer to LOPNetwork.com, Inc.'s Privacy Policy.

15. SUSPENSION/TERMINATION. You agree that we, in our sole discretion, may immediately suspend or terminate Your access to the Site and Services at any time, for any reason, without notice or refund. YOU AGREE THAT LOPNETWORK INC. WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES OR DELETION OF YOUR ACCOUNT OR YOUR CONTENT. SUSPENSION OR TERMINATION OF YOUR ACCOUNT WILL IN NO WAY MODIFY, CHANGE OR VOID ANY PAYMENT OBLIGATIONS YOU MAY HAVE INCURRED THROUGH YOUR USE OF THE SITE OR ANY SERVICES, WHETHER SUCH OBLIGATION IS TO LOPNETWORK INC. OR A THIRD PARTY. If you are an Agency Caregiver, you acknowledge and agree that upon termination of the applicable Agency Care Provider's rights to use the Services, your use of the Services will automatically terminate.

16. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND/OR SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. WE MAKE NO WARRANTY THAT THE SITE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICES, OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SERVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE, SERVICES, OR OTHERWISE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS OF USE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT PROTECTION OF YOUR DATA NOR GUARANTEE DATA AVAILABILITY WHATSOEVER. YOU BEAR THE SOLE RESPONSIBILITY AND LIABILITY FOR MAINTAINING BACKUP OR ARCHIVE COPIES OF YOUR DATA AND/OR SUBMISSIONS TO THE SITE

AND SERVICES. IN ADDITION, LOPNETWORK INC. ADVISES YOU TO BE CAREFUL ABOUT WHEN AND HOW YOU MEET OTHER MEMBERS, PARTICULARLY WHEN MEETING IN PERSON.

17. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND TO PROVIDE THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST REAL ESTATE OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY MERCHANTS OR SERVICE PROVIDERS OR FOR ANY INFORMATION APPEARING ON THIRD PARTY MERCHANT OR SERVICE PROVIDER SITES OR ANY OTHER SITE LINKED TO OUR SITE. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY IN CONNECTION WITH ANY ACT OR OMISSION OF ANY MEMBER. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN THE AGGREGATE, TO FIFTY DOLLARS (U.S. \$50.00). THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO LIABILITY OF LOPNETWORK (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY IT'S FRAUD OR FRAUDULENT MISREPRESENTATION. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LOPNETWORK AND YOU.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT LOPNETWORK DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF MEMBERS EXCEPT AS EXPRESSLY STATED HEREIN. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR, OR TAKE ANY APPROPRIATE ACTION REGARDING, DISPUTES THAT YOU MAY HAVE WITH MEMBERS, SERVICE PROVIDERS OR OTHER CUSTOMERS.

WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL WE OR OUR LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES,

SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES.

18. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless LOPNetwork.com, Inc., our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (a) any of Your Content and/or information that You submit, post or transmit through the Site or Services, (b) Your use of the Site or Services, (c) Your violation of these Terms of Use, (d) Your violation of any rights of any other person or entity or (e) any viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by You into the Site or Services. This provision does not require you to indemnify any of such parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Site or any Services provided hereunder. You agree that the provisions in this Section will survive any termination of your Account, these Terms and/or your access to the Services.
19. **COPYRIGHT VIOLATIONS.** LOPNetwork.com respects the intellectual property of others, and we ask You to do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:
- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - b. a description of the copyrighted work that You claim has been infringed;
 - c. a description of where the material that You claim is infringing is located on the Site or Services;
 - d. Your address, telephone number, and email address;
 - e. a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - f. a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on the Site or Services can be reached by directing an email to copyright@LOPNetwork.com .

20. **ELECTRONIC COMMUNICATIONS.** The communications between You and us use electronic means, whether You visit the Site or send us emails, or whether we post notices on the Service or communicate with You via email. We can only give You the benefits of our service by conducting business through the Internet, and therefore we need You to consent to our giving You Communications electronically. This Section 20 informs You of Your rights when receiving Communications from us electronically. For contractual purposes, You (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions,

agreements, notices, documents, disclosures, and other communications (“Communications”) that we provide to You electronically satisfy any legal requirement that such Communications would satisfy if it were in a writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of Your interactions and transactions with us. The foregoing does not affect Your non-waivable rights. You may also receive a copy of these Terms of Use by accessing this Site. You may withdraw Your consent to receive Communications electronically by contacting us in the manner described below. If You withdraw Your consent, from that time forward, You must stop using the Site and Services. The withdrawal of Your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time You withdraw Your consent. Please keep us informed of any changes in Your email or mailing address so that You continue to receive all Communications without interruption.

21. **NO THIRD PARTY BENEFICIARIES.** You understand and agree that, except as otherwise expressly provided in these Terms of Use, there shall be no third party beneficiaries to these Terms of Use.
22. **NO AFFILIATION.** You acknowledge that You are not legally affiliated with LOPNetwork in any way, and no independent contractor, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by Your use of the Site or Services or by these Terms of Use. LOPNetwork is not an employment service or agency and does not secure employment for Members.
23. **ARBITRATION.** Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. ***It requires you to arbitrate disputes with LOPNetwork and limits the manner in which you can seek relief from us.***
 - a. ***Applicability of Arbitration Agreement.*** You agree that any dispute or claim relating in any way to your access or use of the Site, App, or Services, or to any aspect of your relationship with LOPNetwork, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or LOPNetwork may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of these Terms of User or any prior version of these Terms of Use.
 - b. ***Arbitration Rules and Forum.*** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject

to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, LOPNetwork will pay them for you. In addition, LOPNetwork will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- c. *Authority of Arbitrator.* The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and LOPNetwork. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms of Use (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- d. *Waiver of Jury Trial.* YOU AND LOPNETWORK.COM, INC. HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and LOPNetwork are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in subsection a above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. *Waiver of Class or Other Non-Individualized Relief.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from

the arbitration and brought into the State or Federal Courts located in the State of California. All other claims shall be arbitrated.

- f. *30-Day Right to Opt Out.* You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: arbitration@LOPNetwork.com , within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your LOPNetwork username (if any), the email address you used to set up your LOPNetwork account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. *Severability.* Except as provided in subsection e, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with LOPNetwork.
- i. *Modification.* Notwithstanding any provision in these Terms of Use to the contrary, we agree that if LOPNetwork makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by emailing LOPNetwork at: arbitration@LOPNetwork.com .

24. **GENERAL TERMS.** You are responsible for compliance with all applicable laws. The Terms of Use and the relationship between You and LOPNetwork will be governed by the laws of the State of Texas, consistent with the Federal Arbitration Act, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Use. Any legal action, suit or proceeding arising out of or relating to the Terms of Use, or Your use of the Site or Services must be instituted exclusively in the federal or state courts located in the Houston, Harris County, Texas area and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. These Terms of Use are personal to You, and You may not transfer, assign or delegate Your right and/or duties under these Terms of Use to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of Your obligations hereunder. The paragraph headings in these Terms of Use, shown in boldface type, are included only to help make these Terms of Use easier to read and have no binding effect. Any delay or failure by LOPNetwork Inc. to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Terms of Use, together with any applicable Supplemental Terms, constitute the complete and exclusive agreement between You and LOPNetwork Inc. with

respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision of the Terms of Use will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms of Use will continue in full force and effect.

25. TRADEMARK OWNERSHIP. You acknowledge that LOPNetwork owns exclusive rights in the LOPNetwork Trademarks. You will not use LOPNetwork as part of any of its product, service, domain or company names and will not take nor authorize any action inconsistent with LOPNetwork's exclusive trademark rights during the term of this Agreement or thereafter. Nothing in this Agreement grants You ownership or any rights in or to use the LOPNetwork Trademarks. LOPNetwork will have the exclusive right to own, use, hold, apply for registration for, and register the LOPNetwork Trademarks during the term of, and after the expiration or termination of, this Agreement in any country worldwide; You will not use any of the LOPNetwork Trademarks to directly or indirectly promote or distribute any products or services of any kind.
26. SURVIVAL. All provisions that by their nature survive expiration or termination of these Terms of Use shall so survive, including without limitation, Section 2, Section 3, all limitations on liability explicitly set forth herein and our proprietary rights in and to the Site, Content provided by us, Our Technology and the Services.
27. CONSUMER COMPLAINTS. In accordance with Texas Code, you may file any consumer complaint with the Attorney General for the State of Texas by visiting here:
<https://www.texasattorneygeneral.gov/consumer-protection/file-consumer-complaint>
28. NOTICE; CONTACT INFORMATION. We may give notice to You by email, a posting on the Site, or other reasonable means. You must give notice to us in writing via telephone at 832-454-3333, email to support@LOPNetwork.com or as otherwise expressly provided. Please report any violations of these Terms of Use to support@LOPNetwork.com.

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