

TERMS OF USE AND LEGAL STATEMENT

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE

By installing the Konvurge, LLC Mobile App I fully accept and agree to be bound to the following conditions:

User's ("User's") acceptance and use of Konvurge, LLC ("Konvurge") constitutes User's consent to the KONVURGE Terms of Use and Legal Statement ("Terms and Conditions") detailed herein and User's acknowledgment of receipt of the KONVURGE program products and services (hereafter the "Service" or the "Konvurge"), The Terms and Conditions contained herein may be modified without prior notice. User's continued use of the Service is an acknowledgment of User's agreement to any modifications to the Terms and Conditions. The most current version of the Terms and Conditions can be reviewed on the mobile app or online at any time at <http://www.Konvurge.com>. The KONVURGE Terms and Conditions constitute the entire agreement between User and KONVURGE and its users and affiliates, unless otherwise indicated.

You may use the Service AS-IS with no warranties or guarantees of any type. You may sign up for the Service only if you have the ability and authority to form a binding contract with Konvurge, LLC and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Service on behalf of a company, business, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Service only in compliance with these Terms.

2. YOUR RIGHTS TO USE SERVICE

Your agreement to the Terms of KONVURGE gives you a royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by KONVURGE as part of the Service.

Your agreement to use of this license grants KONVURGE to use any Content uploaded to or through the Service may be used to promote and improve the Service, and to make Content uploaded to or through the Service available to other companies, businesses, organizations or individuals who may have partnership with KONVURGE that allows for distribution, publication, syndication, broadcast, including live video feeds, subject to our terms and conditions for such Content use.

No compensation of any kind will be paid or given to you with respect to the use of any Content uploaded, posted, submitted or used through the Service provide by KONVURGE, LLC.

You agree that the Service may collect and use technical data and related information, including but not limited to technical information about your mobile device that is gathered periodically to facilitate the provisioning of updates, support and other services that may be relevant to the Service provided. KONVURGE, LLC or its partners may use this information, as long as it is in a context that does not personally identify you.

3. DESCRIPTION OF SERVICE, UPDATES AND CHANGES TO SERVICE

KONVURGE provides Users with a Social and Event networking mobile phone application which allows its users and businesses to communicate with other users known to each other or not (**Users can set how they are seen in the Security tab**). This Service is an open and public forum in which Content that is posted, uploaded and shared on the Service is done by the sole discretion and liability of the User. You should only post or upload any Content that you have exclusive rights, authority or ownership to use, this includes Trademarks and Copyrights of material. Be careful in what you post!

KONVURGE merely provides a communication platform that users at their discretion and sole responsibility can post content whether in writing, uploading images, photos, video or any combination thereof.

You are solely responsible for any Content you post to the Service, and for any consequences thereof. The Content you submit, post, or display may be able to be viewed by other users, businesses, third parties, and the Konvurge website. Your Content should only contain material that you feel comfortable with sharing with others under these Terms.

NOTE: Remember what you post is live and can be seen publicly for others to see. Please keep this in mind when using Konvurge it's your sole responsibility of what Content you post.

4. USER ACCOUNT SECURITY(PASSWORDS)

Passwords are the key to your security and privacy. You are solely responsible for protection of your password that you use to access the Service and for any activities or actions under your password. (**DO NOT SHARE YOUR PASSWORD**) We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your KONVURGE account. KONVURGE will not be held liable for any loss or damage arising from your failure to comply with the above statements.

KONVURGE reserves the exclusive right to delete or remove Content at any time for any reason, suspend or cancel accounts which use features, contents or designs determined to be outside of the these Terms.

You may terminate your account at any time for any reason by [deactivating](#) your accounts and discontinuing your use of the Service. You will not have to notify KONVURGE of your decision to terminate your account. Any account that has not been used for an extended period of time will be purge from the system at our sole discretion.

KONVURGE reserves the non-exclusive royalty-free right to Content that businesses and user's posts or uploads to the Service. This may be in the form of comments, images, photos, and videos uploaded to the Service which may be used on our website site and in marketing materials as examples of the service, unless a specific request is made and filed by the User or Business not to feature their content on KONVURGE.com or in product marketing materials.

3. USER'S RESPONSIBILITIES, CONTENT AND CONDUCT

Each User bears sole responsibility for the Content published on User's KONVURGE website. Neither KONVURGE or its affiliates controls the content posted via the service and, as such, does not guarantee the accuracy or quality of such Content and cannot be held responsible for it. Use of the Service is subject to all applicable local, state, national and international laws and regulations as well as to internet-specific policies and procedures.

User agrees:

- a) not to publish any material that is pornographic in nature, harassing in nature, abusive, threatening, offensive, vulgar, satanic, obscene, harmful, libelous, invasive of another's privacy or an infringement of third party intellectual property rights;
- b) not to use the service for illegal purposes;
- c) not to interfere with or disrupt in any way the Service, including the servers and networks connected to the Service;
- d) not to interfere with another User's enjoyment of the service.
- e) not use copyright or trademark material that they do not own.

KONVURGE will not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any type of Content or comments posted via the Service or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. KONVURGE under no circumstances or in any way be held liable or assume liability for any Content the user posts, all Content including, but not limited to, any errors or omissions in any Content being an image or writing, or any loss or damage of any kind incurred as a result of the use of any Content posted, displayed, emailed, transmitted or otherwise made available via the Service.

Users indemnify and hold KONVURGE and its subsidiaries, affiliates, officers and employees, harmless of and from any claim or demand made by any third party due to, or arising out of, the User's conduct or upload Content, any violation by User of these Terms and Conditions, or the infringement by User of any intellectual property or other right of any person or entity. KONVURGE may, at its sole discretion, terminate the Service should a User's conduct fail to conform to these Terms and Conditions.

5. CONTENT OWNERSHIP

You retain your rights to any Content you upload, post or display on or through the use of the Service. By using the Service, you grant KONVURGE, LLC a full worldwide, non-exclusive, royalty-free license, sublicense-free to use, copy, display, reproduce, share, modify, publish, transmit and distribute such Content in any and all media or distribution methods known at the present time or created at a future time. **NOTE: The license you are granting KONVURGE is to allow all your Content to be available to all other users and businesses known and unknown.**

6. CONTENT STORAGE AND OTHER LIMITATIONS

KONVURGE reserves the right to monitor and automatically adjust disk space exceeding the storage limit for User's respective service. KONVURGE reserves the right to take such action at any time deemed necessary. KONVURGE assumes no responsibility for deletion of storage space or for not storing Content on or to the Service. Users are strongly advised to store a current copy of any Content they wish to keep on a backup solution of their choice. KONVURGE reserves the right to purge Content from the Service from time to time at its sole discretion.

7. TERMINATION OF SERVICE

Either KONVURGE or User may terminate use of the Service with or without cause at any time, effective immediately, upon service of notice of termination. User acknowledges that KONVURGE shall not be liable to User or any third party for termination of User's Service. Upon termination, User's right to use the Service and related software ceases immediately. Upon termination of the Service, User agrees to pay KONVURGE any and all fees due and owing in connection with its use of the Service if any.

8. THIS IS AN AS-IS SERVICE

You agree that Service is being provided to you AS-IS with absolutely no guaranty of AVAILABILITY. Your access to and use of the Service or any Content on the Service are at your own risk.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION AND OR SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED USE OF ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY USE, QUIET ENJOYMENT SUITABILITY FOR A

PARTICULAR PURPOSE OR USE, SYSTEM ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLICATION PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR USE OF THE LICENSED APPLICATION, AVAILABILITY OF THE SERVICE, THE FUNCTIONS CONTAINED IN OR AVAILABLE THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE AVAILABILITY OF THE LICENSED APPLICATION OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS OR ERRORS IN THE LICENSED APPLICATION OR SERVICE WILL BE RECTIFIED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

9. THIRD PARTY LINKS AND WEBSITES

Third-party links may be used by Businesses and Users of the Service. You accept and agree that KONVURGE is not liable or responsible for any of the following:

- a. The source, availability or accuracy of these links which may include websites or other type of online transfer.
- b. The content, products, or services on or available from such linked websites or resources.
- c. That these links comply with all applicable laws, user safety and compliance.

Links to these websites or resources do not imply any endorsement by Konvurge. Links are to be use with user care and discretion. You acknowledge and agree to sole responsibility for and assume all risk arising from your use of any such link, websites or resources.

10. LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KONVURGE, LLC SHALL NOT BE LIABLE FOR ANY LOSS WHETHER INDIRECT, INCIDENTAL, ACCIDENTAL , CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, AVAILIBILTY ,OR ANY LOSS OF DATA, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE KONVURGE EXCEED THE GREATER OF ONE U.S. DOLLARS (U.S. \$1.00)

11. JURISDICTION

These Terms and any action related thereto will be governed by the laws of the State of Nevada. Any claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Nevada in the County of Clark, United States, and you consent to this jurisdiction.