

Terms and Conditions of Use POPULARISE, LLC

POPULARISE ("**POPULARISE**", "**we**," or "**us**") has created this website (collectively, the "**Website**," or the "**Site**") to facilitate discussions among companies, tenants, residents, consumers, government representatives, and others interested in local real estate projects, and to facilitate the development of these projects.

To assist you in using our Website and associated services, and to ensure a clear understanding of the relationship arising from your use of our Site and participation in these services, we have created (i) these Terms and Conditions of Use (the "**Terms**") and (ii) a Privacy Policy. Our Privacy Policy explains how information you provide to us through the Site is treated, and our Terms govern your use of our Site. Our Terms and Privacy Policy apply to any visitor to the Website (collectively, "**you**"), including (i) casual visitors to our Site, who do not participate in the Services ("**Site Visitors**") and (ii) users who register for our Services ("**Registered Users**").

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE.
BY ACCESSING OR REGISTERING AT THE SITE, YOU AGREE TO BE BOUND BY THE
TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY
THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR REGISTER FOR OUR
SITE.

1. Your Agreement

These Terms govern (i) your use of the Website; (ii) your receipt of and participation in our Website's Services; (iii) your submission to our Marketplace of comments, ideas, information, and other content, whether in the form of text, graphics, video, sound files, or other format or media (collectively, "**Submitted Content**"); and (iii) your use of Submitted Content provided by other users. Please read these Terms carefully; they impose legal obligations on you and on POPULARISE, and establish our legal relationship. By using the Services or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

While you can visit our Site and review a range of information related to real estate and real estate projects, in order to participate in our Marketplace or our Services, you must become a Registered Member and obtain a password. During the process for becoming a Registered Member (and from time to time as we may require), to click a "checkbox" confirming that you have had an opportunity to review this Policy, and that you agree to its terms. Clicking this checkbox further confirms your agreement to be legally bound by these Terms (and by our Privacy Policy).

2. Navigating our Terms

It is important that you understand these Terms. To assist in your understanding, we have (i) divided these Terms into numbered sections, (ii) created a table of contents at the end of these Terms, and (iii) provided a set of definitions to allow easy reference to the key concepts in these Terms. Our Privacy Policy (located at www.popularise.com) provides further information on the legal relationship we share with our Site Visitors and Registered users, and also provides additional definitions for key concepts. If you have questions, please feel free to contact us as provided in Section 24 (Contact Us).

3. Obtaining a Password; Use of Your Password

3.1. Eligibility. A user is eligible to become a Registered Member at our Site if the user (i) is a natural person (not a legal entity) who is age 18 or older and (ii) agrees to abide by our Terms and Privacy Policy. Registered Users receive a user name and password on successfully registering to receive our Website's Services.

3.2. Protecting Your Password. Please keep in mind that we will treat anyone who uses your user name and password as "you." We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of the person using your password. Therefore, we recommend that you maintain your user name and password in confidence, and that you refrain from disclosing this information to anyone who might "pretend" to be you with respect to the Services and your participation on our Website. We also ask that you notify us immediately if you suspect that someone is using your user name and/or password in this or any inappropriate manner.

4. Participation in the Marketplace

Registered Users are invited to post Submitted Content to our Marketplace, and to use our Marketplace to connect with others interested in real estate, and to fully enjoy the interactive, community-based activities available via the Marketplace. The following specific provisions govern your posting of Submitted Content, and your use of Submitted Content posted by others:

4.1. Providing Submitted Content. As a Registered Member (and among other Site features), you are entitled to post Submitted Content to the Marketplace for hosting and display on our Site. Please retain copies of your Submitted Content, as we will not necessarily preserve or return materials uploaded to our Site.

4.2. Your Grant of Rights to POPULARISE. By providing Submitted Content, you grant our Affiliates and us a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to copy, reformat, index, modify, display, distribute and put to commercial and other uses this Submitted Content (and to sublicense others to exercise these rights). No compensation will be paid with respect to our use (other other's use) of your Submitted Content under this grant.

4.3. Your Grant of Rights to Other Registered Users. By posting Submitted Content, you are also granting to all Registered Users the same license provided for in Section 4.2 (Your Grant of Rights to POPULARISE). Again, no compensation will be paid with respect to Registered Users' use of your Content under this grant.

4.4. Privacy and Your Submitted Content. Please choose carefully the information you include in your Submitted Content, and that you provide to the Marketplace. When you make this information available to participants in the Marketplace, you should use discretion with respect to including any information that personally identifies you, such as your telephone number, street address, last name, email address, any geographically recognizable photographs, or other information that would allow others to identify you in an unwanted manner. The protections of our Privacy Policy do not apply to information you choose to include in your Submitted Content. We cannot provide (and do not provide) assurances that Registered

Users and others who access Submitted Content you post to our Site will use this Submitted Content in an appropriate or fair manner, or in a manner otherwise anticipated by you. Therefore, you should disclose personally identifiable information on our Marketplace with caution.

5. POPULARISE's Grant of Rights to You

POPULARISE grants to Registered Users and Site Visitors the rights and licenses they will need to use and enjoy our Site (as their site access permits), as follows.

5.1. POPULARISE Intellectual Property; Ownership. POPULARISE and its licensors (where applicable) hold intellectual property rights with respect to the Site and the Services. By way of clarifying example, and not by way of limitation, the (i) POPULARISE Technology that powers this Site and is made available to use from the Site is the intellectual property of POPULARISE and/or its licensors; (ii) all POPULARISE logos, tag lines, trademarks, trade dress, and other indications of source and quality (whether registered or protected under the so-called "common law") (collectively, "**Trademarks**") are the intellectual property of POPULARISE; (iii) Trademarks of other persons that appear on the Site are the intellectual property of their respective owners; and (iv) all content available on or through the Website – other than Submitted Content of users other than POPULARISE – including all information, artwork, text, video, audio, pictures, or other intellectual property found on the Website, or embodied in the Services or the Content, is the sole property of POPULARISE and its licensors (or used under "fair use" principles") (items (i) - (iv) are collectively referred to as "**POPULARISE IP**"). The POPULARISE IP embodies valuable trade secrets, and your use and enjoyment of these trade secrets are further subject to Section 5.6 (Reservation of Rights, Duration).

5.2. Rights to Access and Participate in Services. Subject to their compliance with these Terms, POPULARISE hereby grants to Site Visitors and Registered Users a revocable, non-assignable right, under its rights in the POPULARISE IP, to access and use the publicly-available areas of Website. Subject to their compliance with these Terms and with Section **Error! Reference source not found.** (Reservation of Rights; Duration), POPULARISE hereby grants to Registered Users a revocable, non-assignable right, under its rights in the POPULARISE IP, to access and use the password-protected areas of Website, solely for purposes of participating in the Services.

5.3. Rights to Use Submitted Content. POPULARISE grants to Registered Users, under its rights in the POPULARISE IP and the inbound grant from other Registered Users (as provided in Section 4.2 (Your Grant of Rights to POPULARISE), a non-exclusive, worldwide, royalty-free license (with the right to grant sublicenses) to use, copy, display, distribute, and put to commercial and other uses Submitted Content available on the Marketplace solely for purposes of use on our sites. Please note that the rights granted under this Section 5.3 (Rights to use Submitted Content) do not extent to Informal Information we provide to you as part of the Services, unless we post this Information in the Marketplace ("**Private Informal Information**"). You are entitled to use and copy Private Informal Information, but for your internal use only.

5.4. Rights to Link to Site Areas Not Protected by Passwords. POPULARISE grants to Registered Users, under POPULARISE's intellectual property rights and the inbound grant from other Registered Users (as provided in Section 4.2 (Your Grant of Rights to POPULARISE), a non-exclusive, worldwide, royalty-free, non-transferable license to refer to or provide a link to the areas of our Website that are open to Site Visitors; provided that such

references and links are designed to further the stated community goals of our Marketplace, or are otherwise designed to facilitate smooth operation of the real estate market. Although as a Registered User you enjoy a broad range of rights in Submitted Content available in the Marketplace, you are not entitled to create links to Submitted Content on the Marketplace.

5.5. Confidentiality. The POPULARISE IP contains confidential and sensitive trade secrets of POPULARISE. We do not permit you to disclose this information to anyone other than another Registered User or Offering Company, and we do not permit you, or other Registered Users, from using this information for any purposes other than those that consist of participating in our Services, as set out below:

5.5.1. Confidential Information. Confidential Information under these Terms consists of all non public information whether oral or in writing (a) that is designated as "Confidential" or "Proprietary" by POPULARISE at the time of disclosure or within a reasonable period thereafter; or (b) that you should reasonable understand is confidential (collectively, "**POPULARISE Confidential Information**"). Confidential Information includes non-public (i) features and components of the POPULARISE IP; (ii) the workflows and business rules embodied in the password-protected areas of Site; and (iii) the concepts and techniques we employ in offering the Services.

5.5.2. Non disclosure. You shall retain POPULARISE Confidential Information in confidence, and shall not use such POPULARISE Confidential Information except as expressly permitted under Section 5.2 (Rights to Access and Participate in Services). You will use at least the same degree of care in safeguarding POPULARISE Confidential Information as you use in safeguarding your own confidential information and trade secrets, but shall use not less than reasonable care and diligence.

5.5.3. Exceptions. Your to POPULARISE Confidential Information under these Terms will not apply to POPULARISE Confidential Information which you can demonstrate: (i) is or becomes a matter of public knowledge through no fault of your own; (ii) was or becomes available to you on a non confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to POPULARISE with respect to such POPULARISE Confidential Information; (iii) was independently developed by you without reference to the POPULARISE Confidential Information; or (iv) is required to be disclosed by law, provided that you promptly notify POPULARISE in order to provide POPULARISE an opportunity to seek a protective order or other relief with respect to such impending disclosure.

5.6. Reservation of Rights The POPULARISE IP is protected by U.S. and international copyright and other intellectual property laws, and POPULARISE retains all rights with respect to the POPULARISE Content, the Website, and the Services, except those expressly granted to you in this Section 5 (POPULARISE's Grant of Rights to You). You agree not to duplicate, publish, display, distribute, modify, create derivative works from, or exploit in any way the POPULARISE IP or any tangible embodiments of this POPULARISE IP, except as expressly allowed in this Section 5 (POPULARISE's Grant of Rights to You).

6. Code of Conduct

Our Site may provide data concerning, blogs, chat rooms, message boards, email services, and other services that allow you to interact with other Registered Users (our **Marketplace** "). Whether you are a Site Visitor or a Registered User, as a condition to your use

of the Website, the Services, and the Content, including the Marketplace (where applicable), you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

- Upload, email, or otherwise transmit any images or other Content that are unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private, or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form – can easily be copied, modified, and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.
- Transmit materials that contain any viruses or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Use the Service to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms.
- Use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site, such as through sending "spam" email.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Website.
- Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website, Services, or Content to violate any law, statute, or regulation (including, without limitation, those governing securities regulation, consumer protection, unfair competition, anti-discrimination, or false advertising).

We will enforce the above Code of Conduct wherever we deem necessary. Please understand, however, that POPULARISE does not control – and does not necessarily endorse – Submitted Content found in the Marketplace. When you participate in the Marketplace, you do so at your own risk, and we expressly disclaim responsibility for Submitted Content found in these Services.

7. Monitoring of Interactive Services; Removing Postings

7.1. Notice. We expect each user of our Website to act responsibly, and to respect the rights of others. We seek to protect the integrity and security of our computing systems, and the right to protect our community of Registered Users from claims of intellectual property infringement and other claims or threats, such as those detailed in our Code of Conduct. Toward these ends, we reserve the right in our discretion (i) to monitor your use of the Website, email, and other Content transmitted through the Site, (ii) to restrict or foreclose access from certain Internet sites or other resources, and (iii) to take other actions we deem necessary to protect our community of users and our resources. Due to this monitoring, you cannot expect that communications through our Website will remain "private" or otherwise free of our review. Please refer to our Privacy Policy for a precise statement concerning your expectations of privacy.

7.2. Filters; Blocking and Removal of Content. Although we have no – and assume no – obligation to monitor activities on our Website, please understand that we may employ filters designed to detect and block the transmission of messages that conflict with our Code of Conduct. We reserve the right to edit, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

7.3. Reports and Complaints. If you believe that a Registered Member or other user has acted inappropriately, such as by violating our Code of Conduct, you may report your concerns either via the links we have included on the Site, or by contacting us in accordance with Section 24 (Contact Us). If we are notified by a Registered Member or Site Visitor that he or she believes Content at the Site does not comply with our Code of Conduct, we may investigate the allegation and determine in good faith, in our sole discretion, whether to remove or block access to such Content, or to take action with respect to person or persons responsible for posting the Content. We have the right (but not the obligation), in our sole discretion, to remove, relocate, or otherwise block or restrict any Content, with or without notice, and without liability.

7.4. Revocation or Suspension of Use Privileges. We reserve the right –with or without notice to you – to terminate or suspend your access to some or all of the Marketplace, our Services, or the Website if you engage in activities that we conclude, in our discretion, breach our Code of Conduct. Users should also understand that our Code of Conduct is based in many instances on principles of state and federal law. Users who violate our Code of Conduct accordingly may be exposed under these state and federal laws to criminal charges, and civil liability to harmed parties for compensatory damages, attorney's fees, and other sanctions. POPULARISE reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

8. Visits Tracker and Other Metrics

As a Service to our Registered Users (as well as for our own business purposes), we may compile records of visits or hits ("**Visits Tracker Data**") with respect to certain pages or information (as we select, in our discretion) that are available on our Site ("**Pages of Interest**"). We might also compile information and other metrics concerning Registered Users' interactions with respect to our Services and other features of our Site (together with Visits Tracker Data, "**Site Metrics**"). We might compile Site Metrics for the current month and/or historically during

the "relevancy" (as we determine relevancy, in our discretion) of a Page of Interest or other data point. While a user may view Pages of Interest as many times as he or she wants each day, we are entitled to employ filters or other mechanisms so that, for example, only one "visit" will be tracked per day per user, to seek to minimize inflation of Visits Tracker Data and other Site Metrics with respect to the Page of Interest or other data point at issue.

POPULARISE is under no obligation to provide you (or others) with Site Metrics or any other information related to the use of our Site and Services, and we will provide this information in our discretion, and subject to terms and conditions we may set. Visits Tracker Data and other Site Metrics will not contain any Personally Identifiable Information, and all such data and information is subject to our Privacy Policy.

9. Links to Third Party Sites

The Website may also contain links or produce search results that reference links to third party Websites (collectively "**Linked Sites**"). POPULARISE has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. POPULARISE does not endorse the content of any Linked Site, nor does POPULARISE warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

10. Technical Restrictions; Remedies

Please keep in mind that you must respect and comply with our specified file size, bandwidth, and storage limitations for Content you submit. If we determine, in our discretion, that it is necessary, we will disable or take other related action concerning accounts that in our view are using excessive bandwidth or other system resources. In addition, we reserve the right, if we find it necessary (in our discretion), to delete or change a Member's username and URL address, and reserve the right to restrict the number of emails which a Member sends to other Members in any 24-hour period, if we believe, in our discretion, that the volume of email is too large.

11. Representations and Acknowledgement of Risk

Each Registered User warrants and represents that he or she:

- Has carefully read, reviewed and is familiar with these Terms and our Privacy Policy, and has provided (and will continue to provide) complete and accurate Registration Information;
- Has had a full and fair opportunity to secure the advice of legal counsel, accountants, or other financial advisors with respect to his or her participation in our Services and the Marketplace;
- Holds all rights in his or her Submitted Content needed to grant the licenses and rights specified in Section 4.2 (Your Grant of Rights to POPULARISE) and Section 4.3 (Your Grant of Rights to Registered Users);

- Will be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of this Site and all charges related thereto.

12. Express Warranty; Disclaimer of Other Warranties

12.1. Limited Express Warranty. Subject to the limits of liability set out in Section 13 (Limitations of Liability), POPULARISE warrants to Registered Users that it will use commercially reasonable efforts to safeguard Personally Identifiable Information in the manner specified in the POPULARISE Privacy Policy.

12.2. Disclaimer of All Other Warranties. OTHER THAN THE EXPRESS, LIMITED WARRANTY SET OUT IN SECTION 12.1 (LIMITED EXPRESS WARRANTY), POPULARISE DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE ON THE WEBSITE; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION ON THE SITE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE POPULARISE SITES AND RELATED SERVICES IS AT YOUR SOLE RISK.

13. Limitations of Liability

To the full extent permitted by applicable law:

13.1. No Consequential Damages. IN NO EVENT SHALL POPULARISE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER ECONOMIC LOSS, EVEN IF POPULARISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. Limitation of Liability. IN NO EVENT WILL THE LIABILITY OF POPULARISE, IN THE AGGREGATE, EXCEED THE TOTAL AMOUNT OF PAYMENTS MADE TO POPULARISE WITH RESPECT TO THE TRANSACTION ABOUT WHICH YOU COMPLAIN. IF POPULARISE RECEIVES NO SUCH PAYMENTS (EITHER BECAUSE THE EVENT DID NOT GENERATE A PAYMENT OR OTHERWISE), THE LIABILITY OF POPULARISE, IN THE AGGREGATE, SHALL NOT EXCEED \$500. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL POPULARISE BE LIABLE TO YOU (OR YOUR AGENTS) FOR ANY OTHER AMOUNTS OR REMEDIES ARISING FROM DAMAGES YOU CLAIM RELATED TO YOUR USE OF THE SITE, THE SERVICES, OR SUBMITTED CONTENT.

14. Indemnity

You agree to defend, indemnify, and hold POPULARISE and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

15. Contact for Alleged Copyright Infringement

POPULARISE respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the POPULARISE Site or other activity taking place on the Site constitutes infringement of a work protected by copyright (a "**Work**"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**") to respond to such concerns, as follows:

e-mail: support@popularise.com

POPULARISE LLC

Attention: Benjamin Miller

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

16. Modifications to these Terms

We may modify and change these Terms over time. We will not "retroactively" change these Terms, and any modifications we make shall take effect proactively, once you next access the Website. Please feel free to print out a copy of these Terms for your records.

17. Assignment

These Terms of Service shall not be assignable by you, either in whole or in part. POPULARISE reserves the right to assign its rights and obligations under these Terms.

18. Mandatory Arbitration

Whether you are a Registered User or a Site Visitor, you hereby agree that:

- Any claim, dispute, or controversy arising out of, relating to, or connected in any way with the Site or our Services, Privacy Policy, or Terms of Use (each a "**Claim**") that you may have against POPULARISE shall be resolved exclusively by final and binding arbitration;
- Any Claim we may have arising out of your activities with respect to the Website shall similarly be resolved exclusively by final and binding arbitration (unless the Claim involves misappropriation or infringement of or by the POPULARISE IP, in which case either party shall be entitled to proceed to litigation in a federal or state court, as applicable, and this Section 18 (Mandatory Arbitration) shall not apply);
- This binding arbitration shall be administered by the American Arbitration Association ("**AAA**") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA ("**Rules and Procedures**") (available at <http://www.adr.org>);
- The arbitration shall be held at a location determined by the AAA under these Rules and Procedures (provided that this location is reasonably convenient for you), or at another location that you and POPULARISE select by mutual agreement;

- The arbitrator shall apply the laws of the State of Virginia in a manner consistent with the Federal Arbitration Act and applicable statutes of limitations;
- There shall be no authority for any claims to be arbitrated on a class or representative basis. The arbitrator is authorized to decide only your and/or our individual claims; and he or she shall not consolidate or join the claims of other persons or parties who may be similarly situated (the "**Individual-Claims-Only Requirement**");
- In the event the costs of arbitration – as compared to the costs of litigation – will be prohibitive for you, POPULARISE will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you;
- If any part of this Section 18 (Mandatory Arbitration) is determined to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this Section shall remain in effect and shall be interpreted as if this Section did not contain the invalid, unenforceable, illegal or conflicting provision; provided, however, that is the Individual-Claims-Only Requirement determined to be invalid, unenforceable or illegal, then this Section 18 (Mandatory Arbitration) shall be null and void in its entirety, and neither you nor POPULARISE shall be entitled to arbitrate a Claim.

19. Other Disputes

19.1. With Users. You are solely responsible for your interaction with other Registered Users (and Site Visitors) that involve or arise from your relationship to the POPULARISE Website. Although POPULARISE may monitor Claims that involve you and other Registered Users (or Site Visitors) (each a "**User-to-User Dispute**"), POPULARISE has no obligation to become involved. If you become involved in a User-to-User Dispute, and POPULARISE's provision of Services is an insubstantial factor (or no factor) in creating this Dispute, then you release POPULARISE from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or connected with the User-to-User Dispute. In connection with this release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

20. General

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. POPULARISE's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between POPULARISE and you with respect to the subject matter covered by these Terms and supersede any prior or contemporaneous understanding, whether written or oral.

21. Duration of Terms; Survival

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 4.2(Your Grant of Rights to POPULARISE)
Section 4.3(Your Grant to Others)
Section 4.3 (Your Grant of Rights to Other Registered Users)
Section 5.1 (POPULARISE Intellectual Property; Ownership)
Section 5.6 (Reservation of Rights)
Section 12.2 (Disclaimer of Other Warranties) (Section 12.1 (Limited Express Warranty) shall not survive termination)
Section 13 (Limitations of Liability)
Section 14 (Indemnity)
Section 17 (Assignment)
Section 20 (General)
Section 21 (Duration of Terms Survival)

22. Relationship to Privacy Policy and Other Contracts

These Terms must be read in conjunction with our Privacy Policy. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy will control.

23. Definitions

"Affiliate" means an entity that controls, is controlled by, or is under common control with POPULARISE, whether the control results from equity ownership, contract, overlapping management or otherwise. In this context, "control" means the ability to replace the officers or directors or otherwise materially influence or control management decisions.

"Applicable Law" means statutes and regulations that apply to this Website, with respect to the services provided through this Site.

"Code of Conduct" means the provisions set out in Section 6 (Code of Conduct).

"POPULARISE" means POPULARISE, LLC.

"POPULARISE Confidential Information" has the meaning set out in Section 5.5.1 (Confidential Information).

"POPULARISE IP" has the meaning set out in Section 5.1 (POPULARISE Intellectual Property; Ownership). For the avoidance of doubt, the term "POPULARISE IP" includes POPULARISE Confidential Information.

"POPULARISE Technology" means the software, business methods, workflows, and all other elements of the Website that are protected as intellectual property or that are subject to intellectual property protection. There are patents pending on elements of the POPULARISE Technology.

"Identity Verification Information" means information designed to verify your identity, as further detailed in our Privacy Policy.

"Informal Information" means material that we send you for informational purposes, as further defined in our Privacy Policy.

"Marketplace" means the interactive, community-based area of the Website that permits exchanges between Participating Users, including blogs, chat rooms, wikis, forums and similar vehicles for exchanging information and ideas.

"Personally Identifiable Information" means (i) your Registration Information; and (ii) any other information that could reasonably be used to identify you.

"Registered User" has the meaning provided in the introduction to these Terms. The term is further defined in our Privacy Policy.

"Registration Information" means the information that you provide in order to participate in our services, consisting of (i) Contact Information, (ii); and (iii) your birth date.

"Services" means all services available via the Website and services we provide with respect to the Marketplace.

"User", **"you"** or **"your"** refers to (i) Site Visitors; and (ii) Registered Users, as applicable.

"We," "us," and **"our"** in this Privacy Policy refers to POPULARISE and, for purposes of these Terms (unlike with respect to our Privacy Policy, the terms "we", "us", do not include – and expressly exclude – affiliated companies that use this Site.

"Website" or **"Site"** means the website located at www.Popularise.com.

24. Contact Us

If you have any questions about this Privacy Policy, the practices of this Site, or your dealings with this Website, please contact us at:

You may contact us, for any reason, by e-mail as follows:

support@popularise.com

You may contact us by mail as follows:

POPULARISE, LLC
1519 Connecticut Avenue NW
Suite 200
Washington, DC 20036

25. Effective Date

The effective date of these Terms is October 7, 2011.

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