

TERMS OF USE

Overview

Welcome to Mona Lisa LLC, LLC!

We are a membership service that provides our members with access to online language training and other audio-visual education (“online training”) streamed over the Internet to computers and other devices (“Mona Lisa LLC ready devices”).

These Terms of Use govern your use of our service. As used in these Terms of Use, “Mona Lisa LLC service,” “our service” or “the service” means the service provided by Mona Lisa LLC for discovering, watching, and listening to online training, including all features and functionalities, website, and user interfaces, as well as all content and software associated with our service. You should check this Website from time to time to review the Terms of Use.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with Mona Lisa LLC (except for matters that may be taken to small claims court).

Please note that these Terms of Use include hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Mona Lisa LLC ready devices, you may need to visit [Mona LisaMethod.com/TermsOfUse](http://MonaLisaMethod.com/TermsOfUse) to review these hyperlinked terms.

Acceptance of Terms of Use

These Terms of Use, which include our Privacy Policy ([Mona Lisa LLC.com/Privacy Pledge](http://MonaLisaLLC.com/PrivacyPledge)), End User License Agreement ([Mona Lisa LLC.com/EULA](http://MonaLisaLLC.com/EULA))(“EULA”), About Cookies and Internet Advertising ([Mona Lisa LLC.com/Cookies](http://MonaLisaLLC.com/Cookies)), and, to the extent you use the social features, our Social Terms ([http://Mona Lisa LLC.com/SocialTerms](http://MonaLisaLLC.com/SocialTerms)), govern your use of the Mona Lisa LLC service. By using, visiting, or browsing the Mona Lisa LLC website, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use this website or the Mona Lisa LLC service.

These Terms of Use apply to www.monalisamethod.com as well as any correspondence by e-mail between Mona Lisa Method / Mona Lisa LLC and you.

Your use of this Website indicates that you accept these Terms of Use without exception or qualification regardless of whether or not you decide to purchase any product or service from Mona Lisa Method® / Mona Lisa LLC.

The Mona Lisa Method® is provided by Mona Lisa LLC, or one of its affiliated companies. Check back as the service provider may change from time to time.

CHANGES TO THE TERMS OF USE

Mona Lisa LLC, may, from time to time, change these Terms of Use, including the Privacy Policy, EULA and Social Terms. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting.

PRIVACY

Personally identifying information is subject to our Privacy Policy (<http://MonaLisaMethod.com/PrivacyPledge>), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.

COMMUNICATION PREFERENCES.

By using the service, you consent to receiving electronic communications from Mona Lisa LLC, relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the Mona Lisa Method®, or in the “Your Account” page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with Mona Lisa LLC. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new Mona Lisa Method® service features and content, special offers, promotional

announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to the “Email preferences” link on the “Your Account” page of our website (<http://MonaLisaMethod.com/Account>) to manage your Mona Lisa LLC communications. Please review our Privacy Policy (<http://MonaLisaMethod.com.com/PrivacyPledge>) for further detail on our marketing communications.

MEMBERSHIP, FREE TRIALS, BILLING AND CANCELLATION

Membership

Ongoing Membership. Your Mona Lisa Method® membership, which may start with a free trial, will continue month-to-month, multi-monthly, or annually unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, “Payment Method”) to use the service. We will bill the monthly, multi-monthly, or annual membership fee to your Payment Method. You must cancel your membership before it renews prior to your renewal date in order to avoid billing of the next installment of membership fees to your Payment Method.

Differing Memberships. We may offer a number of membership plans, including Monthly, Multi-Monthly (Multi-Monthly to be defined as any membership of two (2) to eleven (11) month plans), Annual, and special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with The The Mona Lisa Method® by visiting our website and clicking on the “Your Account” link. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.

FREE TRIALS

Your Mona Lisa LLC membership may start with a free trial. The free trial period of your membership lasts for 24 hours, seven days, or one month, or as otherwise specified during sign-up. For combinations with other offers,

restrictions may apply. Free trials are for new and certain former members only. Mona Lisa LLC reserves the right, in its absolute discretion, to determine your free trial eligibility.

We will begin billing your Payment Method for monthly, multi-month or annual membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly, multi-month or annual membership price and end date of your free trial period, visit our website and click the “View billing details” link on the “Your Account” page. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. CLICK THE “YOUR ACCOUNT” LINK AT THE TOP OF ANY Mona Lisa Method® WEB PAGE (<http://MonaLisaMethod.com>) TO FIND CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly, multi-month or annual basis for your membership fee until you cancel.

BILLING

Recurring Billing. By starting your Mona Lisa Method® membership and providing or designating a Payment Method, you authorize us to charge you a monthly, multi-month or annual membership fee at the then current rate, and any other charges you may incur in connection with your use of the Mona Lisa Method® service to your Payment Method. You acknowledge that the amount billed each month, multi-month or year may vary from period to period for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly, multi-monthly or annually in one or more charges.

PRICE CHANGES

We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms

of Use, any price changes to your service will take effect following email notice to you.

BILLING CYCLE

The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month, multi-month or year thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month, multi-month or year on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Mona Lisa Method® monthly membership or became a paying member on January 31st, your next month payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and click on the “View billing details” link on the “Your Account” page to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, “billing” shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.

REFUNDS.

PAYMENTS FOR MONTHLY MEMBERSHIPS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

Following a cancellation of a monthly membership, however, you will continue to have access to the service through the end of your current billing period. For Multi-Month or Annual FULL ACCESS MEMBERSHIPS (Full Access Membership to be defined as any multi-month or annual membership that provides access to the Mona Lisa Method® complete library or all course and videos), a full refund shall be issued if cancelled within FOURTEEN (14) days (Full Access 100% Guarantee Period) of your activation date. Following a cancellation of a Multi-Month or Annual Full Access Membership that occurs

after the Full Access 100% Guarantee Period, NO REFUNDS SHALL BE ISSUED, however, you will continue to have access to the service through the end of your current billing period. For Multi-Month or Annual LIMITED ACCESS MEMBERSHIPS (Limited Access Membership to be defined as any multi-month or annual membership with limited or segmented access to the Mona Lisa LLC library of courses and videos), a full refund shall be issued if cancelled within SEVEN (7) days (Limited Access 100% Guarantee Period) of your activation date. Following a cancellation of a Multi-Month or Annual Limited Access Membership that occurs after the Limited Access 100% Guarantee Period, NO REFUNDS SHALL BE ISSUED, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

PAYMENT METHODS

You may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the MonaLisaMethod.com website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details before purchasing the service.

CANCELLATION

You may cancel your Mona Lisa Method® monthly membership at any time, and you will continue to have access to the Mona Lisa LLC service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTHLY MEMBERSHIP PERIODS.

You may cancel your Full Access or Limited Access Multi-Month or Annual membership during the 100% Guarantee period (as detailed above), and receive a full refund of your membership fees. Your access to the Mona Lisa LLC services shall be terminated on the date of cancellation. You may cancel your Full Access or Limited Access Multi-Month or Annual membership after the 100% Guarantee period; however NO REFUND SHALL BE given and you will continue to have access to the Mona Lisa Method® service through the end of your billing period. To cancel, go to the “Your Account” page on our website and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click “View billing details” on the “Your Account” page. If you signed up for Mona Lisa Method® using your account with a third party as a Payment Method, and wish to cancel your Mona Lisa Method® membership at any time, including during your free trial, you may need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the Mona Lisa Method® service through that third party. You may also find billing information about your Mona Lisa LLC membership by visiting your account with the applicable third party.

Mona Lisa Method® Service

You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of Mona Lisa Method® Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person’s account and otherwise subject to these Terms of Use.

You may or may not access all areas of this Website without registering your details with us. The Mona Lisa Method® and any content viewed through our service are for your personal and non-commercial use only. During your Mona Lisa LLC membership, we grant you a limited, non-exclusive, non-transferable, license to access the Mona Lisa Method® service and view online training through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to share the service with any person, persons, or third party nor use the service for public performances of any kind.

You may view an online training course through the Mona Lisa Method® service primarily within the country in which you have established your account and only in geographic locations where we offer our service and have

licensed such courses. THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH IS LIMITED. Go to the change plan information in the “Your Account” page to see the number of devices on which you may simultaneously watch. The number of devices available for use and the simultaneous streams may change from time to time at our discretion.

We continually update the Mona Lisa Method® service, including the content library. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, availability of courses, delivery and pricing. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our service.

You agree to use the Mona Lisa Method® service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through Mona Lisa Method®, without express written permission from Mona Lisa LLC and its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Mona Lisa Method® service; use any robot, spider, scraper or other automated means to access Mona Lisa Method®; decompile, reverse engineer or disassemble any software or other products or processes accessible through Mona Lisa Method® nor insert any code or product or manipulate the content of Mona Lisa Method® in any way or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with Mona Lisa Method®, including any software viruses or any other computer code, files or programs.

The selection and availability of content and courses contained in Mona Lisa Method® will change from time to time, and from country to country. The quality of the display of the courses may vary from computer to computer,

and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Mona Lisa Method® makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching a course will vary based on a number of factors, including your location, available bandwidth at the time, and courses you have selected. We may terminate or restrict your use of our service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the service.

CREDIT CARD CHARGEBACKS

We protect our business and credit card processors, banks and other institutions providing related services to us from fraudulent credit card chargebacks. A credit card chargeback is when the holder of a credit card disputes a charge with a credit card processor, bank or other institution and the charge is charged back to the business. The chargeback is fraudulent if the credit card holder disputes a charge to a legitimate charge for services the holder has purchased. You understand and agree that in the event you attempt to create a fraudulent credit card chargeback, we will work with the relevant credit card processor, bank or other institution and law enforcement authorities to investigate the matter. Our assistance may include providing details about the profiles, card authentication and communications with or related to our Service or other users or members. Engaging in activities aimed at reversing a legitimate charge is illegal. You understand and acknowledge that you can be prosecuted for such activity and we reserve the right to reclaim any fees and costs we incur in responding to fraudulently filed chargebacks.

PASSWORDS AND ACCOUNT ACCESS

The member who created the Mona Lisa Method® account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Mona Lisa Method® account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Mona Lisa Method® Customer

Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

In order to provide you with ease of access to your account and to help administer the Mona Lisa Method® service, Mona Lisa LLC implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Mona Lisa LLC, which includes accessing via Mona Lisa LLC website.

You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the MonaLisaMethod.com website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Mona Lisa LLC reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Mona Lisa LLC is not obligated to credit or discount a membership for holds placed on the account by either a representative of Mona Lisa LLC or by the automated processes of Mona Lisa LLC.

DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY

THE Mona Lisa Method® SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE MONA LISA LLC SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. MONA LISA LLC DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE Mona Lisa Method® SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. MONA LISA LLC SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, Mona Lisa Method® READY DEVICES, AND Mona Lisa Method® / MONA LISA LLC SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

Mona Lisa LLC makes every attempt to ensure that this Website is normally available TWENTY FOUR hours a day. however, Mona Lisa LLC shall not be liable if for any reason this Website is unavailable at any particular time, for any length of time, or for any reason.

This Website may be inoperative or inaccessible without notice due to A SYSTEM MALFUNCTION, damage, maintenance, repair, or for ANY OTHER reasons beyond the control of THE MONA LISA METHOD / MONA LISA LLC.

Mona Lisa LLC reserves the right to SHUT DOWN, discontinue, or modify this Website with or without notice and/or terminate or limit this Website's availability to any person, geographic area or jurisdiction OF OUR CHOOSING..

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL MONA LISA LLC, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

DISCLAIMER OF WARRANTIES

THE INFORMATION CONTAINED IN THIS SITE IS FOR GENERAL GUIDANCE ON MATTERS OF INTEREST ONLY. THIS WEBSITE AND THE INFORMATION CONTAINED THEREIN (THE LOS GAUCHOS SITE") IS PROVIDED BY MONA LISA LLC/D/B/A THE MONA LISA METHOD AND IS INTENDED TO PROVIDE GENERAL INFORMATION ON A PARTICULAR SUBJECT OR SUBJECTS AND IS NOT AN EXHAUSTIVE TREATMENT OF SUCH SUBJECTS. EVERY SERVICE OFFERED BY MONA LISA LLC/D/B/A THE MONA LISA METHOD IS UNIQUE, AND THE RESULTS OF ANY PARTICULAR JOB, PROJECT, SERVICE OR PRODUCT WILL VARY; NO SPECIFIC OR PARTICULAR RESULT OR OUTCOME CAN BE GUARANTEED.

Mona Lisa A/b/a The Mona Lisa Method AND ITS PROVIDERS MAKE NO WARRANTY OF ANY KIND REGARDING THE SITE, CONTENT, PRODUCTS OR

SERVICES, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.. NEITHER MONA LISA LLC/D/B/A THE MONA LISA METHOD, THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NEITHER MONA LISA LLC/D/B/A THE MONA LISA METHOD NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES MONA LISA LLC/D/B/A THE MONA LISA METHOD, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE CONTENT.

Mona Lisa A/b/a The Mona Lisa Method AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SITE WILL BE FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, THAT COMMUNICATIONS TO OR FROM THE SITE WILL BE SECURE AND NOT INTERCEPTED, THAT THE SERVICES AND OTHER CAPABILITIES OFFERED FROM THE SITE WILL BE UNINTERRUPTED, OR THAT ITS CONTENT WILL BE ACCURATE, COMPLETE OR TIMELY. THE FACT THAT Mona Lisa A/b/a The Mona Lisa Method IS INCLUDING OR OFFERING ANY PRODUCT OR SERVICE ON THE SITE IS NOT AN ENDORSEMENT OR A RECOMMENDATION OF THE PRODUCT OR SERVICE.

If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

PRIVACY AND USE OF INFORMATION

Use of the Service is also governed by our Privacy Policy. You agree that by registering a Profile or using our Service you have agreed to our Privacy Statement. You acknowledge that although we strive to maintain the necessary safeguards to protect your personal data, we cannot ensure the security or privacy of information you provide through the Internet and your

email messages. Our privacy policy is incorporated into the Terms by this reference. You agree to release us, our parent, subsidiaries and affiliated entities and ours and their shareholders, officers, directors, employees and agents, successors and assigns from all claims, demands, damages, losses, liabilities of every kind, known and unknown, direct and contingent, disclosed and undisclosed, arising out of or in any way related to the release or use of such information by third parties. If you are a California resident, you waive California Civil Code Section 1542, which says: "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."

EXPORT CONTROLS

Software and content provided through our Site and our Service is subject to United States export controls. The United States Department of Commerce prohibits export or diversion of software and certain content to specified countries and persons. No software or content from the Services may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any such software or content, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and that you will not license or otherwise permit anyone in any such country or on any such list to receive software or content that is subject to export control.

BLOCKING OF IP ADDRESSES

In order to protect the integrity of the Service, we reserve the right at any time, in our sole discretion, to block users from certain IP addresses from accessing our Site.

GIFTS AND PROMOTIONS

In certain jurisdictions, gift cards for Mona Lisa Method® may be available for purchase at third-party retail outlets and websites, which can be redeemed on our website at <http://MonaLisaMethod.com/gift>. The purchase and redemption of gift cards are subject to the gift terms

(<http://MonaLisaMethod.com/GiftTerms>). From time to time, other types of promotional codes may be available, including those provided as part of a third party promotion. Promotional codes may be redeemed as described in the specifics of the promotion. Gift cards and promotional codes can only be used once, cannot be redeemed for cash, and may be combined with other offers, including a free trial, subject to certain restrictions as determined by Mona Lisa LLC in its sole discretion. If you received a promotional code through an offer by a third party, additional conditions may apply.

INTELLECTUAL PROPERTY AND COPYRIGHT

This Website and the Mona Lisa Method® service and all of its content, including but not limited to all text and images are owned and copyrighted by Mona Lisa LLC or its licensors and protected by trade secret or other intellectual property laws and treaties.

TRADEMARKS

The Mona Lisa Method® is a registered trademark of Mona Lisa LLC.

CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Mona Lisa Method® service, please notify us by completing the Copyright Infringement Claims form ([http://Mona Lisa LLC.com/Copyrights](http://MonaLisaLLC.com/Copyrights)).

GOVERNING LAW

The substantive law of the State of Texas USA (excluding its conflicts of law provisions) shall apply to all Disputes and the Agreement. If there is a difference between the Federal Arbitration Act and Texas law, the Federal Arbitration Act controls.

APPLICATIONS

You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Mona Lisa Method® service. These Applications may import data related to your Mona Lisa Method® account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Mona Lisa LLC is not responsible for such Applications.

SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY MONA LISA LLC AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.

USE OF INFORMATION SUBMITTED

The Mona Lisa Method® / Mona Lisa LLC is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Mona Lisa Method® service, including but not limited to the MonaLisaMethod.com website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Mona Lisa Method® service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

Please note Mona Lisa LLC does not accept unsolicited materials or ideas for classes, content, or training and/or instruction of any kind, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Mona Lisa Method® / Mona Lisa LLC. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against The Mona Lisa Method® / Mona Lisa LLC and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

CUSTOMER SUPPORT

To find more information about our service and its features, or if you need assistance with your account, please visit Mona Lisa Method® Help Center(<http://MonaLisaMethod.com/Support>). In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

ARBITRATION AGREEMENT

If you are a Mona Lisa LLC member in the United States (including its possessions and territories), you and the Mona Lisa Method® / Mona Lisa LLC agree that any dispute, claim or controversy arising out of or relating in any way to the Mona Lisa Method® service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and The Mona Lisa Method® / Mona Lisa LLC are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Mona Lisa Method® service membership.

If you elect to seek arbitration or file a small claim court action, you must first notify Mona Lisa LLC via certified mail, with a written Notice of your claim ("Notice"). The Notice to Mona Lisa LLC must be addressed to: General Counsel, Mona Lisa LLC c/o H. Douglas Baer 5949 Sherry Ln. Suite 1700 Dallas TX 75225 ("Notice Address"). If Mona Lisa LLC initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Mona Lisa LLC, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Mona Lisa LLC and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Mona Lisa LLC may commence an arbitration proceeding or file a claim in small claims court.

You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Mona Lisa LLC receives notice at the Notice Address that you have commenced arbitration, Mona Lisa LLC will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or

by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Mona Lisa LLC and you agree otherwise, any arbitration hearings will take place in Dallas, Texas, USA.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Mona Lisa LLC's last written settlement offer made before an arbitrator was selected (or if Mona Lisa LLC did not make a settlement offer before an arbitrator was selected), then Mona Lisa LLC will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND MONA LISA LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Mona Lisa LLC agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

PAYMENT OF ARBITRATION FEES AND COSTS (MAKE ADJUSTMENTS TO MATCH THE REST OF THE SITE)

Mona Lisa LLC will advance all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the

arbitration. You are responsible for all additional costs that you incur in the arbitration, including, without limitation, costs associated with attorneys or experts witnesses. The handling of fee arrangements and the payment of fees should be conducted by the Independent ADR Institution. If the arbitration is decided in your favor, you will not be required to reimburse Mona Lisa LLC for any of the fees and costs it advanced. If the arbitration is decided in Ashley Madison's favor, you shall reimburse Mona Lisa LLC arbitration fees and costs, but only to the extent awardable in a judicial proceeding and permitted under the AAA Supplementary Procedures for Consumer-Related Disputes or the National Arbitration Rules of the ADR Institute of Canada, Inc.

SURVIVAL

If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Any rights not expressly granted in these terms are reserved.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and Mona Lisa A/b/a The Mona Lisa Method with respect to the with respect to your use of the Site. The subject matter of this Agreement and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding that subject matter. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Site except as set forth in this Agreement. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Mona Lisa A/b/a The Mona Lisa Method. Our failure or delay in enforcing any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

ACKNOWLEDGEMENT

BY USING MONA LISA LLC D/B/A THE MONA LISA METHOD SERVICES OR ACCESSING THE MONA LISA LLC D/B/A THE MONA LISA METHOD SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPT TO BE BOUND BY THESE TERMS OF USE. Your use of this Site constitutes an irrevocable waiver of any claim that you did not read, understand, or agree to these Terms of Use.

These Terms of Use were last updated on: August 18, 2015