Terms of Use

Last Updated: April, 2021

The Daily Uplift™ ("The Daily Uplift", "we" or "our") welcomes you to its website www.thedailyuplift.com ("Site")! Please read these Terms of Use ("Terms") carefully before you use our Site. By using the Site, you accept and agree to be bound and abide by these Terms. *IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT USE OUR SITE.*

1. Website Services

The Daily Uplift's mission is to create and share inspirational original written reflections in response to requests through stories submitted, which we call "Uplifts™" (our "Services"). We are not medical providers, mental health providers, clergy, lawyers, or financial advisors. Our Site and Services are for your own informational and entertainment purposes only and are not intended to be substitutes for professional medical, mental health, religious, legal, or financial advice.

2. Restrictions.

If you choose to access or use our Site and/or Services, you understand and agree that you:

- Must be at least 18 years old.
- Must comply with all applicable laws.
- May not interfere with or attempt to interrupt the operation of the Site by any means
- May not access our Site through automatic means.
- May not obtain or attempt to obtain any Content through any means not intentionally made available or provided for through the Site.
- May not copy, reproduce, download, modify, translate, add to, distribute, transmit, publish, perform, display, disclose, archive, upload, broadcast or sell, sublicense, index or exploit any part of the Site or Services or the Content thereon in any medium, either directly or through the use of any device, software, internet site, web-based service or other means, without our prior written permission.
- May not upload, post, email or otherwise transmit any content that you do not have a
 right to transmit under any law or under contractual or fiduciary relationships (such as
 inside information, proprietary and confidential information).

We have the right, but not the obligation, to monitor our Site and Services to determine compliance with these Terms and any other operating rules we have established. We reserve the right to restrict, suspend, or terminate your account if you misuse our Site or Services or if you violate these Terms.

3. Intellectual Property.

The content of our Site and Services, including our Uplifts™ (collectively, our "Content"), are protected by copyright, trademark and other intellectual property laws and may not be used, copied, reproduced, sold, published, distributed, displayed, retransmitted or modified, without the express prior permission of The Daily Uplift. You may view all publicly available Content for you own personal, non-commercial use, but you otherwise have no other rights to our Content, and no other use is permitted without the prior written consent of The Daily Uplift. You may not sell, assign, transfer, license, sublicense, or modify the Content or display, reproduce, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose.

"The Daily Uplift™" and other graphics, logos, designs, page headers, button icons, scripts, and service names available on the Site or through our Services are our trademarks and may not be used in any manner that is likely to cause confusion, including as part of trademarks, domain names, keyword advertisements, or email addresses.

4. Governing Law.

New York law governs these Terms, as well as any claim, cause of action or dispute that might arise between you and The Daily Uplift, without regard to conflict of law or choice of law rules. We make no representation that our Site or Services are appropriate, legal or available for use in locations outside of the United States. If you choose to access our Site or Services you agree to do so subject to the laws of New York and the United States.

5. Modifications and Interruption.

You understand and accept that The Daily Uplift does not guarantee continuous, uninterrupted, or secure access to our Site or Services and operation or use of our Site or Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control. We shall not be liable for any modifications, interruptions, outages, downtimes or disruptions to our Services. We reserve the right to modify or discontinue our Site or Services with or without notice.

6. Disclaimer of Warranties.

YOUR USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS OR EFFICACY OF THE CONTENT OF THE SITE AND SERVICES AND ASSUME NO LIABILITY OR RESPONSIBILITY TO YOU FOR ANY ERRORS, MISTAKES, OR INACCURACIES IN ANY CONTENT OR IN THE SITE AND SERVICES PROVIDED BY US. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SITE AND SERVICES AND THE CONTENT AND SERVICES AVAILABLE THROUGH THEM IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE AND SERVICES, OFFERINGS, CONTENT, AND MATERIALS AVAILABLE THROUGH THE SITE AND SERVICES. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN OUR LIABILITY AND RESPONSIBILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7. Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO. DAMAGES FOR PHYSICAL INJURY, LOSS OF LIFE, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE DAILY UPLIFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE SITE OR SERVICES; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON OR THROUGH THE SITE OR SERVICES OR ANY WEBSITES LINKED TO THE SITE OR SERVICES; (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA. INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE OR SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS, SERVICES OR CONDUCT OF ANY THIRD-PARTY ON OR THROUGH THE SITE OR SERVICES; OR (F) ANY OTHER MATTER RELATING TO THE SITE OR SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, THE DAILY UPLIFT'S LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification.

You agree to indemnify, defend, and hold harmless The Daily Uplift, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or

Services, your violation of these Terms, or your violation of any rights of a third party or any applicable laws, rules or regulations. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with The Daily Uplift in asserting any available defenses.

9. Miscellaneous.

If any provision of these Terms are deemed unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected and shall remain valid and enforceable to the fullest extent under law. You agree that these Terms and any other agreements referenced herein may be assigned by The Daily Uplift, in our sole discretion, to a third party in the event of a merger or acquisition. These Terms shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your access and use of the Services.

10. Contacting Us.

If you have any questions or comments regarding these Terms, please contact us at hi@thedailyuplift.com.

4818-6028-5668.1