TERMS OF SERVICE

Updated as of Oct 01, 2019

This agreement ("Agreement") is a contract between you and ("DecisionWise", "Service", "us" "our" and "we") and governs your use of the DecisionWise mobile application and website services (the "Service"). By using the DecisionWise services, you agree to be bound by the following Terms of Service (the "Terms of Service"), whether or not you register as a member ("Member"). We may modify this Agreement occasionally, and such modification shall be effective upon posting by us on the mobile application and website. We may update you on our changes through your email or notify you through the mobile app or website. You agree to be bound by any changes to this Agreement when you use the Service after any such modification is posted. This Agreement includes DecisionWise's policy for acceptable use and content posted on the mobile application and website, your rights, obligations, and restrictions regarding your use of the mobile application and website and the Service and DecisionWise's Privacy Policy.

If you are under the age of 18, you may not download or use our Services. We do not knowingly collect or maintain information from children under age 18. If you are under the age of 18, you must get your parent or guardian to read and agree to our Terms of Service and Privacy Policy. Please, choose carefully the information you post on our Services and the information you provide to other Members. Your DecisionWise profile may not include the following items: nude, violent or offensive images or texts. Information posted by other DecisionWise Members may contain inaccurate, inappropriate or offensive materials, products or services and DecisionWise assume no responsibility or liability for this material.

We reserve the right, in its sole discretion, to reject, refuse to post or remove any posts (including email) by you, or to restrict, suspend, or terminate your access to all or any part of the mobile application and website and/or Services at any time, for any or no reason, with or without prior notice, and without liability.

1. General

If you consent to receive commercial/ marketing email, text, and other messages from us and agree that we may use your email address,

phone number, and other personal information for the purpose of initiating commercial messages, you will be able to opt-out later. We also collect your email address at the time of registration.

We reserve the right to change these Terms of Service at any time. We will notify you through your confirmed email address or within the mobile app and website. You are responsible for keeping yourself apprised of any such changes if you dismiss these notifications. If you object to any Terms of Service or any subsequent changes or you become dissatisfied with our Services in any way, your only option is to delete your account. Your continued use of our Services after we post revised Terms of Service means that you agree to the revisions. You must be at least 18 years old to download our Services. By requesting to use, or using our Services, you represent and warrant that you are not required to register as a sex offender with any government entity. Our Services are free, but your Internet provider's or mobile operator's fees and rates may still apply. However, we do have in-app purchases that you can buy if you want to use some of our extra features.

2. Your Account

You may sign in using your email. You can read more on our Privacy Policy, which has detailed information on what information is used.

3. Information About How You Use the Services

We may collect information about your actions on the Services. This may include information such as the pages you view, how you use the Services and purchases you make through the Services such as VIP. It can also include the various functions and features that you use, such as the connections you make, other friends or contacts you invite to the Services and profile searches you perform, how often you log in and with what/ which platform you log in from, your IP address and how many profiles you have created, or your use of our applications. Read more on our Privacy Policy.

4. Content Posted on the Mobile Application and Website

4.1. You understand and agree that our Services may review and delete any content, message, photo, profile, video, sound, musical work, works of authorship, or any other materials (collectively, "Content") that is in the sole judgment of us.

- **4.2.** You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service or any material or information that you transmit to other Members.
- **4.3.** By posting any Content to the public areas of the mobile application and website, you hereby grant us the non-exclusive, fully paid, worldwide license to use, reproduce, publicly perform and display such Content on the mobile application and website, including without limitation distributing part or all of the mobile application and website in any media formats and through any media channels. You represent and warrant that: (i) you own the Content posted by you on the mobile application and website or otherwise have the right to grant the license set forth in this section, and (ii) your Content does not violate the privacy rights, publicity rights, copyright rights, or other intellectual property rights of any person. You agree to pay all royalties and fees owing any person by reason of any Content you post on the mobile application and website.
- **4.4.** The following is a partial list of the kind of Content that is illegal or prohibited on the mobile application and website. We reserve the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators.

Prohibited Content includes Content that:

- i. is patently offensive and promotes racism, sexism, bigotry, hatred or physical harm of any kind against any group or individual, any content that is obscene, pornographic or otherwise may offend human dignity.
- **ii.** Harasses or advocates harassment of another person or contains language which could be deemed offensive or is likely to harass, upset, embarrass, alarm or annoy any other person;
- **iii.** involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" or pyramid scams;
- **iv.** promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- v. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copyprotect devices, or providing pirated music or links to pirated music files; vi. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- vii. provides material that exploits people under the age of 18 in a sexual

or violent manner, or solicits personal information from anyone under 18; **viii**. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses;

- ix. solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- **x.** involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes.
- **4.5.** You must use the Service in a manner consistent with any and all applicable laws and regulations.
- **4.6.** You may not include in your publicly accessible Member profile any telephone numbers, street addresses, last names, URLs, usernames from any social platforms or email addresses.
- **4.7.** You may not engage in advertising to or solicitation of, any Member to buy or sell any products or services through the Service. You may not transmit any chain letters or junk email to other Members. Although we cannot monitor the conduct of its Members off the mobile application and website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, we reserve the right to restrict the number of messages which a Member may send to other Members in any period to a number which we deem appropriate in its sole discretion.
- **4.8.** You may not attempt to impersonate another user or a person.

5. Prohibited Activities

We reserve the right to investigate, suspend and/or terminate your account if you have misused the Service or behaved in a way we regard as inappropriate or unlawful, including actions or communications that occur off the Service but involve users you meet through the Service. The following is a partial list of the type of actions that you may not engage in with respect to the Service. You will not:

- impersonate any person or entity.
- solicit money from any users.
- harm, stalk or otherwise harass another.
- impersonate, or misrepresent your relationship with, any person or entity (this includes pretending to be minor if you are not)
- upload or transmit any Content that you do not have a right to make available, or that infringes any patent, trademark, trade secret, copyright, privacy, or other proprietary rights of any party.

- express or imply that any statements you make are endorsed by us without our specific prior written consent.
- use the Service in an illegal manner or to commit an illegal act.
- access the Service in a jurisdiction in which it is illegal or unauthorized.
- ask or use users to conceal the identity, source, or destination of any illegally gained money or products.
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- upload or transmit software viruses or any other harmful computer code, files or programs, or use any data mining, robots, or similar data gathering or extraction methods.
- collect usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Service.
- interfere with or disrupt the Service or the servers or networks connected to the Service.
- transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service (either directly or indirectly through the use of third-party software).
- "frame" or "mirror" any part of the Service, without our prior written authorization.
- use meta tags or code or other devices containing any reference to our Services or the Service (or any trademark, trade name, service mark, logo or slogan of our Services) to direct any person to any other mobile application and website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service any software used on or for the Service, or cause others to do so.
- post, use, transmit or distribute directly or indirectly (e.g. screen scrape) in any manner or media any content or information obtained from the Service other than solely in connection with your use of the Service in accordance with this Agreement.

- register accounts or post Content automatically, systematically, or programmatically.
- Create unnecessary amounts of accounts. If we determine you have created various accounts to spam, misinterpret, or for any other malicious reasons we reserve the right to terminate your account without notice.

We reserve the right to freeze your account if we see that your actual location is different from the location you provided, or your IP address changes continuously varying between countries. You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to DecisionWise above. You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service. In consideration for DecisionWise allowing you to use the Services, you agree that we, our affiliates, and our third-party partners may place advertising on the Services. By submitting suggestions or feedback to us regarding our Services, you agree that we may use and share such feedback for any purpose without compensating you.

You agree that we may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

6. Your Interactions with Other Users

Though we strive to encourage a respectful user experience, it is not responsible for the conduct of any user on or off of the Services. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person. You should not provide your financial information (for example, your credit card or bank account information), wire or otherwise send money, to other users. You are solely responsible for your interactions with other Members. We reserve the right but have no obligation, to monitor disputes between you and other Members.

7. No Spam Policy

You may not engage in any activity involving spam on our Services. Violations of this policy may result in immediate termination of service and legal action against any spammer. Accordingly, you may not upload, post, email, transmit or otherwise make available junk mail, commercial advertisements, or any other form of commercial solicitation on our Services. Violations of this policy could subject you or your agents to civil and criminal penalties.

8. Modifying the Services and Termination

We are always striving to improve the Services and bring you the additional functionality that you will find useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Services entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so. You may terminate your account at any time, for any reason. We may terminate your account at any time without notice if we believe that you have violated this Agreement.

9. Eligibility

Membership in the Service is void where prohibited. By using the mobile application and website and the Service, you represent and warrant that all registration information you submit is truthful and accurate. You represent and warrant that you are 18 years of age or older and that your use of the Service shall not violate any applicable laws or regulations. Your profile may be deleted without warning if it is found that you are misrepresenting your age. Your Membership is solely for your personal use, and you shall not authorize others to use your account, including your profile or email address. You are solely responsible for all Content published or displayed through your account, including any email messages, and for your interactions with other members.

10. Subscriptions and Virtual Currency

10.1 Subscriptions

You may purchase a subscription product (such as VIP, VIP GOLD) in various packages, such as one-month, three-month, or six-month subscriptions. For all mobile subscriptions, payment will be charged to

your iTunes or Google account when you confirm your purchase. Your subscription will renew automatically for the same amount of time as your original subscription unless you switch off the auto-renew feature at least 24 hours before the end of your current subscription. This is because your account may be charged for renewal within 24 hours prior to the end of your current subscription period. You can manage your subscription and switch off auto-renewal by accessing your iTunes or Google account settings. You may not cancel your current subscription during the subscription period, although you may cancel automatic renewal at any time.

Both Apple and Google facilitate "50% OFF" of subscription products (VIP) for first-time users, and we take advantage of that ability. For example, from time to time we may offer a free initial week to our first-time VIP subscribers. Eligibility for any such trial is limited to users who have not previously subscribed to our VIP subscription, through either a current or prior DecisionWise account. If you are a previous DecisionWise VIP subscriber and try to claim a discount, you should be aware that Apple or Google may recognize your ineligibility. If so, you may not receive a discount, but instead may be charged immediately for your first subscription month. This is a feature controlled by the Apple App Store or the Google Play Store, depending on which platform you use for our Services.

Purchases of Subscriptions are non-refundable and non-transferable, even if they expire or are discontinued. We may change the purchase price for Subscriptions at any time, as well as the features included in Subscriptions. We reserve the right to stop issuing Subscriptions at any time and to set expiration dates for Subscriptions. Subscriptions may not be redeemed for any sum of money or monetary value.

10.2 Payment Method

a) DecisionWise's Paid Services

DecisionWise's Paid Services may be purchased through your accounts with certain third-parties, such as your Apple iTunes account or your Google Play account (a "Third Party Account"). If you purchase any Paid Services through a Third-Party Account, billing for these Paid Services will appear through your Third-Party Account. You should review the Third-Party Account's Terms of Service, which we do not control.

10.3 Cancellation of Subscriptions

If you purchase a subscription through a third-party account, you will need to cancel your subscription through that third-party and in accordance with that third party's terms of Service. If you cancel your subscription, your subscription benefits will continue until the end of your

then-current subscription term, but your subscription will not be renewed after that term expires. You will not be entitled to a prorated refund of any portion of the subscription fees paid for the then-current subscription term.

10.4 Term/Fees

This Agreement shall remain in full force and effect while you use the mobile application and website and/or the Service. We may terminate your membership for any reason, at any time, without notice. If we terminate your Membership in the Service, you shall not be entitled to a refund of any unused portion of subscription fees, if any. Even after membership is terminated, this Agreement will remain in effect. our Services' Terms of Service and/or subscription fees, if any, that were provided to you at registration is subject to change if needed. By using the Service and becoming a Member, you acknowledge that we reserve the right to charge for the Service and has the right to terminate a Member's Membership, should a Member breach this Agreement or fail to pay for the Service if necessary, as required by this Agreement. Standard usage charges for SMS, MMS, and other data charges may apply and may be billed on your wireless service bill or deducted from your prepaid balance.

11. Disclaimers

We are not responsible for any incorrect or inaccurate Content posted on the mobile application and website or in connection with the Service provided, whether caused by users of the mobile application and website. Members or by any of the equipment or programming associated with or utilized in the Service. We are not responsible for the conduct, whether online or offline, of any user of the mobile application and website or Member of the Service. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user or Member communication, our Services is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, wireless phones or other devices, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or at any mobile application and website or combination thereof, including any injury or damage to users and/or Members or to any person's computer related to or resulting from participation or downloading materials in connection with the mobile application and website and/or in connection with the

Service. Under no circumstances shall DecisionWise be responsible for any loss or damage, including personal injury or death, resulting from the use of the mobile application and website or the Service or from any Content posted on the mobile application and website or transmitted to Members, or any interactions between users of the mobile application and website, whether online or offline. The mobile application and website and the Service are provided "AS-IS" and DecisionWise expressly disclaims any warranty of fitness for a particular purpose or non-infringement. DecisionWise cannot guarantee and does not promise any specific results from use of the mobile application and website and/ or the Service. We take no responsibility for third-party advertisements which are posted on this DecisionWise mobile application and website or through the DecisionWise Service, nor does it take any responsibility for the goods or services provided by its advertisers.

12. U.S. Export Controls

Software from this mobile application and website (the "Software") is further subject to United States export controls. No Software may be downloaded from the mobile application and website or otherwise exported or re-exported (i) 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 (ii) 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 the Software, 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.

13. Disputes

You agree that any dispute relating in any way to these Terms of Service or DecisionWise, including without limitation your or third-parties' access to or use of our Services, will be resolved by binding arbitration and not through litigation in any court (except in small claims court if the claim is within the court's jurisdiction and proceeds on an individual basis). Claims are subject to arbitration, regardless of what they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

14. Indemnity

You agree to indemnify and hold DecisionWise, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless

from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

15. No Agency

There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between DecisionWise and any User of the Service.

16. Non-commercial Use by Members

The mobile application and website is for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of our Services. Illegal and/or unauthorized use of the mobile application and website will be investigated. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from member profiles without notice and may result in termination of membership privileges. Appropriate legal action will be taken by DecisionWise for any illegal or unauthorized use of the mobile application and website.

17. Customer Service

DecisionWise provide assistance and guidance through its customer care representatives. When communicating with our customer care representatives, you agree not to be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or not to behave inappropriately. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

18. Disclaimer of Warranties

You use DecisionWise at your sole risk. We do not guarantee that our Services will always be safe, secure or error-free or that our Services will always function without disruptions, delays or imperfections. We make no warranty that our Services will meet your requirements, or DecisionWise will be uninterrupted, timely, secure and error-free. We make no warranty that the results obtained from us will be accurate or reliable. We make no warranty that the quality of products, Services, information, material or purchased features obtained through our Services will meet your expectations. Any of downloaded or obtained

material through our Services is done at your own risk. You will be solely responsible for any damage to your or others' devices directly or indirectly from the download of any such material. Some jurisdictions do not allow the exclusion of such warranties or the limitation or the exclusion of liability for incidental or consequential damages. Some of the limitations of warranty may not apply to you. In such cases, the warranties and liability will be limited to the fullest extent permitted by applicable law.

19. Copyright Policy

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of our Services to terminate membership privileges of any member who repeatedly infringes copyright upon prompt notification to DecisionWise by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on our Services in a way that constitutes copyright infringement, please provide our Designated Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on our Services; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Services' Designated Copyright Agent for notice of claims of copyright infringement can be reached as follows: hbozcuk@prodisoftapps.com.

20. Safety and Security

We do not currently conduct criminal background screenings on our Members. We reserve the right, however, to conduct any criminal background check we deem appropriate, at any time and using available public records. By agreeing to these Terms of Service, you hereby authorize any such check.

21. Account Security

You are responsible for maintaining the confidentiality of the username

and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify us of any disclosure or unauthorized use of your username or password or any other breach of security at hbozcuk@prodisoftapps.com and ensure that you log out from your account at the end of each session.

22. Dealings With Advertisers

Your correspondence or dealings with, or participation in promotions of, advertisers found on or through our Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. We will not be liable to you for any failure by an advertiser to provide any service or product you ordered from it.

23. Links

The sites linked to by the DecisionWise mobile application and website are developed by people over whom we exercise no control DecisionWise cannot and does not screen the sites. Some people may find these sites objectionable, inappropriate, or offensive. We cannot guarantee that our Services will not link to unintended or objectionable content and assume no responsibility for the content of any site linked to by the DecisionWise Services.

24. Limitation on Liability

In no event shall our Services be liable to you or any third-party for any indirect, consequential, exemplary, incidental, special or punitive damages including lost profit damages arising from your use of the mobile application and website or the Service even if our Services have been advised of the possibility of such damages.

DecisionWise's liability to you for any cause, whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us for the Service during the term of Membership.

25. Other

This Agreement is accepted upon your use of the mobile application and website and is further affirmed by you becoming a Member of the Service. This Agreement constitutes the entire agreement between you and DecisionWise regarding the use of the mobile application and website and/or the Service. The failure of DecisionWise exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are

for convenience only and have no legal or contractual effect. Please, contact us with any questions regarding this Agreement. DecisionWise is a trademark of Prodisoft. I have read this Agreement and agree to all of the provisions contained above.