

XO DETROIT WEBSITE TERMS OF USE

Last updated and effective May 17, 2018

Welcome to xodetroit.com (the “**Website**”). You have landed at this page because you visited our Website and clicked the “Terms of Use” link. The Website is owned, directly or indirectly, by Bedrock Management Services LLC, or one or more of its direct or indirect affiliates (collectively, the “**Company**,” “**we**,” or “**us**”).

These Terms of Use (the “**Terms of Use**”) govern your access to and use of the Website, any associated Content (as defined below) (the Site, together with the Content, are collectively referred to as the “**System**”), and the services, features, functionality, and offers made available through the System (the “**Services**”). This “Website” includes by definition, and these Terms of Use applies to information collected on, the Website, any current or future mobile application associated with the Website, all interactive features, applications, widgets, social networks and social network “tabs”, and other online or wireless offerings that post a link to these Terms of Use, whether accessed via computer, mobile device, or other technology or any associated content, material, or functionality contained on the Website.

In these Terms of Use, “**you**” and “**your**” refer to (a) you, the individual accessing the System and/or using the Services, (b) any electronic agent accessing the System and/or using the Services on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the System and/or using the Services; and “**Company**,” “**we**,” “**us**” or “**our**” refers to Company, Inc. and all of its respective members, affiliates, subsidiaries, directors, officers and employees.

These Terms of Use constitute a contract between you and Company.

NOTE TO USERS FROM OUTSIDE THE UNITED STATES: These Terms of Use is governed by United States law, and we make no representation that any part of the Website is appropriate or available for use in locations outside of the United States. Translations of the Website into languages other than English are for your convenience only. In the event you visit the Website from outside the United States, please know that your information may be transferred to, stored, and processed in the United States, where our servers are located and our central database is operated. By using the Website, you understand that your information may be transferred to our facilities and to those third parties with whom we may share it as described in the Website’s Privacy Policy.

By accessing, browsing, downloading, using, or registering to receive the System or Services, you acknowledge that you have read and understood these Terms of Use and that you accept and agree to be bound by them in full. If you do not agree to these Terms of Use, do not use any portion of the System or the Services.

1. Changes to the Terms of Use

We may update or modify these Terms of Use at any time effective upon posting the revised Terms of Use, along with the date on which it was most recently updated, on the Site. We may give notice of such updates and modifications by any means, including without limitation, by posting a revised version of these Terms of Use on the Site, or providing other notice on the Site (“**Notice**”). All Notices will be effectively immediately. You should view these Terms of Use often to stay informed of any changes that may affect you. Your continued use of the System and/or the Services thereafter signifies your acceptance to such changes.

The version of these Terms of Use posted on our Site on each respective date you visit the Site will be the Terms of Use applicable to your access and use of the System and Services on that date. We reserve the right to terminate these Terms of Use, or to refuse, restrict, or discontinue access to the System or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, for any reason or for no reason whatsoever, at any time, without notice or liability.

2. Ownership of the System and Access License

You understand and agree that Company owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the System and the Services, and all information, text, data, computer

code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the “**Content**”), as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content. You acknowledge that the System and the Services are proprietary to Company and are protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest in the System or the Services by accessing and using either. For the avoidance of doubt, “Content” does not include any Third Party Materials (as defined below) or any features, opportunities, or services made available through third party websites.

Company grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the System and the Services solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the System, the Services, or any other Content available via the System or the Services. All rights not expressly granted to you in these Terms of Use are reserved and retained by Company.

3. Use of the System and Services

We reserve the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to the System, the Services, or any portion thereof, for any reason; (ii) modify or change the System, the Services, or any portion thereof, and any applicable policies or terms; and (iii) interrupt the operation of the System, the Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

You represent and agree that all information that you provide to us in connection with your access to and use of the System and the Services is and shall be true, accurate, and complete, to the best of your knowledge, ability, and belief.

Any use or attempted use of the System and/or the Services (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) that could interfere with any other party's use and enjoyment of the System or the Services; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by Company to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it was intended, is prohibited.

In addition, in connection with your use of the System and the Services, you agree you will not:

- (a) Upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (b) Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Company representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- (d) Upload files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- (f) Use any of the System's or Services' communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- (g) Upload or transmit any unsolicited advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other form of solicitation, commercial or otherwise;
- (h) Violate any applicable local, state, national or international law;

- (i) Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- (j) Delete or revise any material posted by any other person or entity;
- (k) Probe, scan, test the vulnerability of or breach the authentication measures of, the System or any related networks or systems;
- (l) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any products or services if you are not expressly authorized by such party to do so;
- (m) Harvest or otherwise collect information about others, including e-mail addresses;
- (n) Use any modified versions of the System or the Services, for any reason whatsoever, without the express written consent of Company;
- (o) Attempt to gain any unauthorized access to the System, the Services or any of its associated Content, including computer systems, software, or networks; or
- (p) Use any robot, spider, scraper, or other automated or manual means to access the System or the Services, or copy any Content or information thereon.

We reserve the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms of Use, including, without limitation, the suspension or termination of your access and/or account. Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Company reserves the right at all times to disclose any information as Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion. You also agree to reimburse Company for any damage, loss, cost or expense Company incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the System or the Services for any unlawful or prohibited purpose.

4. Submissions

Any information, communications, or material of any type or nature that you submit to or post on the System (or to any of our pages on a social media platform or other website) by e-mail, posting, messaging, uploading, downloading, or otherwise (collectively, a "**Submission**") is done at your own risk and without any expectation of privacy. Company does not own any Submissions provided via the System. You are fully responsible for all Submissions, which must comply with these Terms of Use. You hereby agree that by inputting/submitting such Submissions, you grant Company a nonexclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, such Submissions (or any content or materials contained therein). You hereby represent and warrant that you have the full legal right to so use such Submissions and that they, and any content or material contained therein, are not confidential or proprietary to any third party, nor are you using it in violation of any law or contractual restriction.

Company neither actively monitors general use of the System, nor exercises editorial control over any Submissions. However, Company does reserve the right to monitor such Submissions or other use at any time as it deems appropriate and to remove any materials that, in Company's sole discretion, may be illegal, may subject Company to liability, may violate these Terms of Use, or are, in the sole discretion of Company, inconsistent with Company purpose for the System.

5. Copyright

If you are a copyright owner or an agent thereof and believe that any Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail; a statement that you

have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. You may send the notification to us at Marketing@BedrockDetroit.com. Please include "Digital Millennium Copyright Act Notice" in the subject line

6. Electronic Communications

When you use the System and/or Services or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the System and/or Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

7. Representations and Warranties

You represent and warrant that any information, materials, software, or data that you submit to or through the System, or that you access, use, download, or otherwise obtain on or through the System, are: (a) up-to-date, accurate, complete, reliable, truthful, and suitable to and appropriate for the purpose for which they are intended; and (b) free of viruses and other disabling devices and destructive routines.

8. Disclaimers

The information and materials available through the System and the Services are for informational and educational purposes only. You acknowledge and agree that your use of the System and Services is at your own risk.

THE INFORMATION, SOFTWARE, CONTENT, SERVICES, OR MATERIALS AVAILABLE FROM OR PROVIDED ON THE SYSTEM OR VIA THE SERVICES, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

COMPANY AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SYSTEM AND THE SERVICES ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SYSTEM AND SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. COMPANY PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SYSTEM AND THE SERVICES WITHOUT NOTICE. FURTHER, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEM OR THE SERVICES. COMPANY SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM OR THE SERVICES.

9. Limitation of Liability

IN NO EVENT SHALL COMPANY, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OF, OR RELIANCE ON, THE SYSTEM AND/OR SERVICES; (B) THE SECURITY OF THE SYSTEM AND/OR THE SERVICES; (C) THE USE, COPYING, OR DISPLAY OF THE SYSTEM AND/OR THE SERVICES OR THE TRANSMISSION OF INFORMATION TO OR FROM THE SYSTEM OVER THE INTERNET; (D) COMPANY'S PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS IN

CONNECTION WITH THESE TERMS OF USE AND THE SERVICES; (E) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT BY YOU, OTHER USERS OF THE SYSTEM OR THE SERVICES, OR OTHER THIRD PARTIES; OR (F) THE AVAILABILITY, RELIABILITY, ACCURACY, TIMELINESS, OR QUALITY OF THE SERVICES. UNDER NO CIRCUMSTANCES SHALL COMPANY, OR ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, THE SERVICES, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (F) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, EVEN IF COMPANY WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF COMPANY AND ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF COMPANY, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, OR THE SERVICES, COMPANY AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.

10. Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to any use of the Website's content, and other services and products, other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

11. Links to Other Websites

For your convenience, certain links may be provided on the System and Services that link to other websites or social media platforms which are not under the control of Company (the "Linked Websites"). Company does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. Company disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Websites and any purchases of products or services from such Linked Websites are subject to the terms and conditions of such other websites. You agree that you will bring no suit or claim against Company arising from or based upon any such use of any Linked Websites. Hyperlinks to such Linked Websites on the System and Services do not imply that: (a) Company is affiliated or associated with any Linked Website; (b) Company is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any Linked Site is authorized to use any trademark, trade name, logo, or copyright symbol of Company.

12. Links to the Website

Neither you nor any other website may link to the Site without the permission of Company. In any event, without our express, prior, written permission, it is expressly prohibited to: (a) "deep link" to any page of the Site other than the home page; (b) "frame" the Site or any Content or otherwise cause the Site or any Content to appear in a window with any other material that does not constitute Content; (c) cause the hyperlink to the Site, or the Site or any Content, to be displayed in

any way that is disparaging to Company or any entity that is affiliated or associated with Company; or (d) otherwise imply or state that any type of relationship or special arrangements exist with Company and any other entity. You agree that you will promptly remove any hyperlink to the Site upon the written request of Company. In no event will you use any logo or trademark of Company as a hyperlink “button”, or in any other manner, without Company’s express written consent.

13. Disclaimer of Third Party Information

To the extent that any information, material, or functionality on the System and Services is provided by third party content providers (“**Third Party Materials**”), Company has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. Company does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party (including any Submissions), or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Company.

14. General

You may use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website.

These Terms of Use and any applicable promotions terms (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of the System and the Services. You agree that you shall not contest the admissibility or enforceability of Company’s copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use. Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and Company. Company may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use without the prior written consent of Company. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the System and using the Services and any other jurisdiction whose laws apply to you or your actions. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by Company shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use. Any rights not expressly granted herein are reserved. Neither these Terms of Use, nor any of the Services, create any partnership, joint venture, employment, or other agency relationship between Company and you. You may not enter into any contract on our behalf or bind us in any way.

You agree that any violation, or threatened violation, by you of these Terms of Use, or the referenced Privacy Policy, constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

15. Governing Law/Jurisdiction/Claims Limitation

These Terms of Use shall be governed by and construed under the laws of the State of Michigan, without regard to conflicts of laws, principles or rules. Any legal action brought by you that arises out of or relates to these Terms of Use or your access to and use of the System or the Services must be commenced within one year after the cause of action arises. You hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the State of Michigan for resolution of any matters related to interpretation, construction, or enforcement of these Terms of Use or otherwise in connection with these Terms of Use or otherwise related to or in connection with your access to and use of the System or the Services. You further expressly waive any claim that venue is improper for any reason in these courts.

All parts of the Website are controlled, operated, and administered entirely within the United States. By using any part of the Website, you signify your agreement to the terms of these Terms of Use. If you do not agree with any provision of these Terms of Use, please do not use the Website.

16. Contact Us

If you have any questions regarding these Terms of Use or any part of the Website, you may contact us by sending us an e-mail stating your request to Marketing@BedrockDetroit.com or by contacting us in writing at the address provided below:

Bedrock Management Services LLC
Attn: Webmaster
630 Woodward Ave
Detroit, Michigan 48226

Copyright © 2018, Bedrock Management Services LLC. All rights reserved.

Bedrock Detroit, Bedrock and Opportunity Detroit are trademarks of Bedrock Management Services LLC or its affiliated companies. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.