



## **Contribulet Terms of Use**

*Effective August 20, 2018*

These are the Terms of Use (hereafter referred to as “Terms”). These Terms apply to your use of all Contribulet, Inc. (hereafter referred to as “CI”) operated and controlled websites including [www.contribulet.com](http://www.contribulet.com) (“Sites”), and all online services controlled or provided by CI (collectively, together with the Sites, our “Services”).

PLEASE CAREFULLY READ THESE TERMS AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS, AND AVAILABLE REMEDIES RESULTING FROM YOUR USE OF THE SERVICES. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AS DESCRIBED BELOW.

### **YOUR ACCEPTANCE OF THE TERMS**

Please be aware that these Terms of Use constitute a binding legal agreement between you and CI outlining your legal rights, obligations, and remedies arising from your use of the Services. By accessing or using the Services, you (the “User”) signify that you have read, understand, and agree to be bound by these Terms of Use, and by the terms of CI’s Privacy Policy [www.about.contribulet.com/privacy-policy](http://www.about.contribulet.com/privacy-policy) which provides information concerning our collection and use of your personal information. These Terms of Use apply to anyone who accesses or uses the Services, whether or not you have registered for an account with CI. By using the Services, you are indicating your acceptance of the terms and conditions of the Terms of Use and Privacy Policy, including any dispute resolution, arbitration, limitation of damages, and choice of law provisions.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS OF USE IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED WITHIN THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SERVICES.

### **MODIFICATION OF THE TERMS**

CI reserves the right to modify the Terms of Use at any time with or without notice to you. We may notify you directly in the event of changes to these Terms of Use at our discretion. You should periodically review our Terms of Use to stay informed of any changes and ensure your continued agreement.

### **REQUIREMENTS TO USE THE SERVICES**

CI’s Services are intended for use by adults. By accessing or using the Services and thereby agreeing to these Terms, you represent and warrant to us: (1) that you are at least 18 years of



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age; (2) that you have not previously been suspended or removed from the Services; and (3) that your registration and your use of the Services is in compliance with all applicable laws and regulations. Any registration or use of the Services by anyone under 18 is void.

### **YOUR REPRESENTATIONS & WARRANTIES TO CI**

By using the Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization. When using the Services, you agree to comply with all applicable laws from the state and city in which you are present while using the Services.

Furthermore, you represent, warrant, and agree that:

- You will only use the Services for lawful purposes, and you will not use the Services for fraudulent purposes;
- You will not use the Services to cause nuisance, annoyance or inconvenience;
- You will not impair the proper operation of the Services or any network which is used to support or access the Services;
- You will not try to harm the Services in any way whatsoever;
- You will not copy, or distribute the Services or other content without written permission from CI;
- You will only use the Services for your own use and will not resell any aspect of the Services to a third party;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Services; and
- You will provide us with whatever proof of identity we may reasonably request.

### **ACCOUNTS & REGISTRATION**

#### Registering for a CI Account

To use or access certain Services or certain features of the Services, we may require you to register to create an account (a "CI Account") and become a registered user of the Services (a "Registered User").

To obtain a CI Account and become a Registered User, you agree to: (1) provide accurate, current, and complete information about yourself and/or the Registered User during the



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registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use any CI Account you register, and for any actions that arise from your CI Account or take place using your CI Account, whether or not you have authorized such activities or actions; and (5) immediately notify CI of any unauthorized use of your CI Account. Failure to abide by this Agreement shall constitute a breach of the Terms of Use, which may result in immediate termination of your CI Account.

### Your CI Account Information

You may not select or use a CI Account name, handle, or login that: (1) is comprised of or includes the name of another person with the intent to impersonate that person; (2) is subject to any rights of a person other than you without appropriate authorization; (3) suggests a false association between you and CI; or (4) that, in CI's sole discretion, is offensive, vulgar, or obscene. CI reserves the right to refuse registration of a CI Account, or cancel any account name, in its sole discretion.

### Organizations/Key Contacts/Individuals

If you are an individual (sometimes referred to as a "Key Contact") establishing a CI account and using the Sites and Services on behalf of a company, entity, or organization, then you represent and warrant that you are an authorized representative of that Organization with the legal authority to bind such Organization to these Terms of Use and you also agree to be bound by these Terms of Use both as an individual and on behalf of such Organization.

If you are an individual establishing a CI account and using the Sites and Services to purchase Vouchers or e-Gift Cards, you agree to be bound by these Terms of Use.

### CI's Termination of Your CI Account

CI maintains the right to suspend or disable your CI Account, or terminate these Terms of Use, at its sole discretion and without prior notice to you if you breach the Terms of Use, or if CI otherwise determines such action is warranted. CI reserves the right to revoke your access to and use of the Services at any time, with or without cause. In the event CI terminates these Terms of Use for your breach, you will remain liable for any amounts due CI hereunder.

### Your Cancellation of Your CI Account

You may cancel your CI Account at any time by sending an email to [info@contribulet.com](mailto:info@contribulet.com). Upon cancellation of your CI Account, CI may: (1) retain your information and content for a commercially reasonable time for backup, archival, and/or audit purposes; and (2) retain, use and continue to show in anonymized form data and information you made available to the public on the Services.



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## USER CONDUCT

As a condition of your use of the Services, you further agree not to use the Services: (1) for any purpose that is prohibited by these Terms of Use; or (2) for any other purpose not reasonably intended by CI as typical or expected use of the Services consistent with the purpose for which the Services were created.

You specifically agree you will not do any of the following:

- Abuse, harass, threaten, impersonate, or intimidate others;
- Post, upload, or otherwise distribute or post links to any content that is unlawful, defamatory, libelous, inaccurate, or that you do not have all necessary rights to transmit, or that CI or a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate as determined by CI in its sole discretion;
- Use the Services for or in connection with any illegal purpose, or in violation of any applicable local, state, national, or international law or rule or regulation having the force of law;
- Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any Services User;
- Create or submit unwanted email (“Spam”) to any other person or any URL;
- Submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content;
- With the exception of accessing RSS feeds, to use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
- Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- Interfere or attempt to interfere with the proper working of the Services or any activities conducted on or through the Services;
- Bypass any measures we may use to prevent or restrict access to the Services or any part of the Services, including creating multiple CI Accounts or screen names for an individual Services User;
- Interfere with the operation of the Services or any User’s enjoyment of the Services, including without limitation, by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code; (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other Users, or conducting your own contests or promotions using the Services; (iii) attempting to collect personal information about Users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the



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Services, or violating the regulations, policies, or procedures of such networks, equipment, or servers;

- Share, sell, or otherwise transfer the access granted to you to the Services, including information regarding your CI Account, login information, or password, or otherwise permit any other person to access the Services using your CI Account, login information, or password.
- Use the Services, related content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the Services;
- Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party Intellectual Property or other legal rights;
- Reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Services, Content, code or program, available to others, in whole or part;
- Interfere with security features of the Services, including without limitation, by: (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or (ii) reverse engineering or otherwise attempting to extract the source code of the Services or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
- Perform any fraudulent activity using or in connection with the Services, including impersonating any person or entity, claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information; or
- Attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

### **CONTENT & LICENSES**

#### Content Definitions

There are various types of content involved in providing and operating the Services. Throughout the remainder of these Terms of Use, we will use the term “Content” to mean all text, links, graphics, images, photos, music, software, audio, video, information, software, copyrights, trademarks, trade dress, and other materials and intellectual properties comprising or included within the Services.

The term “CI Content” means Content that CI makes available to our users through the Services, including any Content licensed to CI from a third party (excluding User Content).

The term “User Content” means Content posted, uploaded, published, submitted, transmitted, or otherwise made available through the Services by you, our User, whether or not the User is a



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Registered User, or whether or not the User owns or created the Content, including all copyrights, inventions, and other Intellectual Property rights.

Finally, we will use the term “Collective Content” to refer to all the Content available through the Services, including CI Content and User Content.

### Content Ownership

All CI Content is owned by CI or its third-party licensor partners. Your use of the Services does not grant you any rights to the use or control of any of the CI Content, except those rights expressly granted by this Agreement. Any copying, republication, redistribution, or creation of derivative works based upon the CI Content, including by caching, framing or any similar means, without the prior written consent of CI is strictly prohibited.

The Services and CI Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, CI and its licensors exclusively own all right, title and interest in and to the Services and CI Content, including all associated Intellectual Property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or CI Content. CI or its partners shall retain all worldwide rights in and to all Intellectual Property comprising or included within the CI Content, including, but not limited to all trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software code, the “look and feel” of the Services, and copyrighted works associated with the services are common law and/or registered copyrights, trademarks, and/or trade dress of CI.

You should assume that everything you read or see on the Services is copyrighted or otherwise protected and owned by CI, or a third party who licensed the right to use such content to CI. Unless otherwise expressly noted, nothing that you read or see on the Services or other Collective Content, or any of the source code or HTML code that CI uses to generate the Services may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of CI or the appropriate Content owner without prior written consent, except as provided in these Terms of Use or otherwise permitted by relevant law.

No Collective Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without CI’s prior written permission, except for your own User Content that you legally post on the Services. Except for your own User Content, you may not upload or republish Collective Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Collective Content is strictly prohibited.

CI is not the publisher or speaker of User Content, or any other information on the Services provided by third party content providers, and CI is not liable for any claims related to such



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Subject to your compliance with the terms and conditions of these Terms of Use, CI grants you a limited, non-exclusive, non-transferable, non-sublicensable license to: (1) access, view, download, print, and otherwise use the Services and the CI Content solely for your personal, non-commercial use; and (2) access and view Collective Content solely for your personal, non-commercial use and in accordance with these Terms of Use.

You agree you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Service Content, except as expressly permitted in these Terms of Use. No licenses or rights are granted to you by implication or otherwise except for the licenses and rights expressly granted in these Terms of Use. Any use of the Services or the Collective Content other than as specifically authorized herein, without the prior written permission of CI, is strictly prohibited and will immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to Intellectual Property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

### Your License to CI

Certain Services may permit our Users to post, upload, publish, submit, or transmit User Content they created, owned, or are authorized to use, to be made available through the Services. By making available User Content through the Services, you hereby grant to CI and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees, and other such parties as CI may designate from time to time, which may include any or all other users of the Services, an irrevocable, worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license, to use, reproduce, access, view, copy, adapt, import, edit, modify, reformat, translate, post, distribute, license, sell, offer to sell, transfer, commercialize, publicly display, publicly perform, transmit, stream, broadcast, create derivative works from, and otherwise utilize such User Content, in whole or in part, for any purpose whatsoever, in any and all media and distribution methods (now known or later developed), including, without limitation, on or within the Services, as well as a license to use your name and likeness in marketing materials and in the Services to promote your use of the Services. You agree and acknowledge that this license cannot be terminated, and the waiver cannot be revoked by you once you've submitted User content within the Services.



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You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services. Accordingly, you represent and warrant that: (1) you either are the sole and exclusive owner of all User Content that you make available through the Services, or that you have all rights, licenses, consents, and releases necessary to utilize and share the User Content, and to grant CI the rights in such User Content contemplated under these Terms of Use; (2) neither the User Content, your posting, uploading, publication, submission, or transmittal of the User Content, or CI's use of the User Content (or any portion thereof) on, through, or by means of the Services will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other Intellectual Property rights, or rights of publicity or privacy, or contractual rights or agreements, or result in the violation of any applicable law or regulation; and (3) any persons identified, depicted, or shown in your User Content, in whole or part, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the User Content on and through the Services.

We do not approve, control or endorse your or anyone else's User Content and have no obligation to do so. However, we reserve the right (but assume no obligation) to remove or modify any User Content from the Services at any time, for any reason, including User Content we believe violates these Terms of Use.

### **THIRD PARTY ADVERTISING & MARKETING**

CI may employ third party advertising and marketing to deliver ads, information, and other promotions to you, both through the Services, and via other mechanisms to provide such materials to you outside of the Services on third party websites or platforms. By agreeing to our Terms of Use you agree to receive such advertising and marketing from CI and our partners. If you do not wish to receive such advertising, you may notify us in writing using the contact information provided below. CI may compile and release information regarding you and your use of the Services on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Services.

### **EMAIL NOTIFICATIONS**





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As part of your use of the Services, you may be asked to elect to receive email notifications from CI and its partners. These messages may include event updates and other promotions. Your election to receive such messages represents your express written consent to receiving emails from CI related to the Services.

By using the Services, you consent to receive from CI all communications, including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "Notices") electronically. CI may provide such Notices by posting them on or within the Services or by otherwise sending or communicating them to you. You agree that we may communicate with you regarding CI and other entities by electronic means to your mobile device and that certain information about your usage of the Services may be communicated to us. In the event you change or deactivate your mobile device, you agree to promptly update your CI account information to ensure that your messages are not sent to the person that acquires your old device. CI may email you from time to time to inform you about our products and services that we think will interest you, unless you inform us that you opt out from receiving such communications.

You may opt-out of receiving certain notifications associated with the Services by completing the opt-out process provided to you with such email messages or by logging into your CI Account and modifying your settings. By opting out of receiving such notifications, you understand that we may not be able to communicate important information to you. Please note we may still need to contact you regarding certain important service announcements or order notifications.

### **NOTICES**

CI may give notice by means of a general notice on the Services, electronic mail to your email address on record in CI's account information, or by written communication sent by first class mail or pre-paid post to your address on record. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to CI, to be deemed given upon actual receipt by the CI, at any time by providing written correspondence to CI at the contact information provided below.

### **COPYRIGHT POLICY**

CI respects the Intellectual Property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other Intellectual Property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable Intellectual Property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to



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be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for Users of the services who are infringers.

You may direct copyright infringement notifications to our DMCA agent at: Copyright Manager, 2427 Warburton Ave, Santa Clara, CA 95051, USA, email: [contribulet@gmail.com](mailto:contribulet@gmail.com), phone: 408.548.7607. For clarity, only DMCA notices should go to the Copyright Manager; any other feedback, comments, requests for technical support, and other communications should be directed to CI customer service through [Info@Contribulet.com](mailto:Info@Contribulet.com). You acknowledge that if you fail to comply with the requirements of this, your DMCA notice may not be valid.

### INTELLECTUAL PROPERTY

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This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, or any Intellectual Property rights owned by CI. CI name, the CI logos and designs, and the product and services names associated with the Services are trademarks of the CI or its affiliated third parties, and no right or license is granted by this Agreement to you to use the CI IP for purposes not directly related to your use of the Services.

### TERMINATION

CI may change, suspend or discontinue the Services for any reason, at any time, including the availability of any Service, feature, or Content, with or without notice to you. CI may also impose limits on certain Services, features, or Content, or restrict your access to parts or all the Services with or without notice to you.

CI may also terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund, for any reason we deem appropriate, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or



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using the Services, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

CI may also remove or disable access to any Collective Content and suspend or ban your CI Account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content), or for no reason at all. To report violations of the Terms of Use, please email: [contribulet@gmail.com](mailto:contribulet@gmail.com) You are solely responsible for your interactions with other Users of the Services. CI reserves the right, but has no obligation, to monitor disputes between you and other Users.

You acknowledge that we reserve the right to take action, technical, legal or otherwise, to block, nullify or deny your ability to access the Services. You understand that we may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies otherwise available to us. Continued use of the Services, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of this Agreement and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of this Agreement, which by their nature should survive termination shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

You may terminate your CI Account at any time, with or without cause, by contacting us using the contact information below.

### **INDEMNITY**

To the maximum extent allowable under applicable law, you agree you shall indemnify and hold harmless CI, and any parents, subsidiaries, affiliates, customers, vendors, officers, and employees from any liability, damage or cost (including reasonable attorneys' fees and costs) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, violation of the Terms of Use, or the infringement by you of any Intellectual Property or violation of any right of any person or entity by you or any third party using your CI Account, login information, or password.

### **REFUND POLICY**

All Users are subject to the Refund Policy available at [www.about.contribulet.com/refund-policy](http://www.about.contribulet.com/refund-policy).

### **WARRANTY DISCLAIMERS**



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You release CI from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. CI makes no representations concerning any content contained in or accessed through the Services, and CI will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. CI makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. CI cannot guarantee that you will obtain the results you seek or warrant that Services will be error-free. CI makes no representation or warranty of any kind with respect to use of Services or the use or accuracy of the information on the Services.

USER ACCESSES THESE SERVICES AT HIS OR HER OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER CI NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THESE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF CI, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. CI IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THESE SERVICES. IN NO EVENT WILL CI OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD-PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL CI OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SERVICES. IN NO EVENT SHALL CI BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, OR THE SERVICES (WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF REVENUE, OR LOSS OF PROFITS.

### **LIMITATION OF LIABILITY**



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You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of the Services, or this Agreement, must be filed within one (1) year after such claim or cause of action arose, or will be forever barred. The “Disclaimer” and “Limitation of Liability” provisions of this Agreement are for the benefit of CI as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

### **MISCELLANEOUS**

The Terms of Use constitutes the entire agreement between Users of the Services and CI, and regarding the subject matter hereof. If you breach any term of the Terms of Use, CI may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. CI’s remedies are cumulative and not exclusive. Failure of CI, to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. Any waiver or modification of the terms herein by CI must be in a writing signed by an authorized officer of CI and expressly referencing the applicable provisions of the Agreement. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Use shall otherwise remain in full force and effect and enforceable. You may not resell, assign, or transfer any of your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to CI. Notwithstanding the foregoing, CI may, at its sole and absolute discretion, assign its rights in and to the Services and its rights under this Agreement to any third party at any time without notice. Users of these Services are responsible for compliance with all applicable regulations and laws. The Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. These Terms of Use and your use of the Services, including the submission of any content to the Services, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between you and CI or its licensors or affiliated parties. Your use of the Service is intended for your enjoyment and benefit and the provision of the Services to you constitutes the sole and sufficient consideration that you are



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### **HOW TO CONTACT CI**

All requests, questions, or concerns related to the Services and our Terms of Use should be directed to CI via the following contact information:

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