

CENTER

Terms of Use Agreement

Welcome to Center, a website and online service of Avenue 81, Inc. d/b/a LeadPages (“**Company**,” “**Center**,” “**we**,” or “**us**”). This page explains the terms by which you may use our services, web site, and software provided on or in connection with the service (collectively the “**Service**”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (“**Agreement**”) and to the collection and use of your information as set forth in the Center Privacy Policy, (which is found at www.center.io/legaland incorporated into this Agreement (the “**Privacy Policy**”)), whether or not you are a registered user of our Service. Center reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service (“**Users**”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. **The Service**

A. **Access to the Service**

This is a contract between you and Center and if you do not agree to this Agreement, you cannot use the Service. You may use the Service only if you can form a binding contract with Center, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. The Service is not available to any Users previously removed from the Service by Center. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement.

B. **Center Accounts**

Your Center account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users and different account types may give you access to different services and functionality. If you open a Center account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information, and you must keep this information up to date.

You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Center immediately of any breach of security or unauthorized use of your account. Center will not be liable for any losses caused by any unauthorized use of your account.

By providing Center your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

C. Limitations on Use

Center may impose certain limitations on the use of the Service, including, without limitation, allocating storage capacity (including number of leads that may be stored) to the Service. You agree to use the Service only for purposes as permitted by these Terms and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction.

D. Changing the Service

Center occasionally modifies the Service, including by adding or removing features and functions to enhance your experience. Nothing in this Agreement prohibits Center from making such changes. For example, we may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination, you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You can subscribe to additional elements of the Service, as agreed to between the parties. Such additional elements of the Service will be added on to the Service subject to your payment of any additional fees due under this Agreement for such additional elements, commencing on the date the parties agree to such addition.

E. Rules of Conduct

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Center servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Company grants the operators of public search engines revocable permission to use spiders to copy publically available

materials from Center.io or its related websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (ix) interfering with the proper working of the Service; (x) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xi) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

2. User Content

We do not claim ownership of user-generated content and material. Any and all photographs, articles, images, graphics, videos, sounds, music, audio recordings, text, files, profiles, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you (i) submit or post on or through the Service, on any of our forums, blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or (ii) have posted or uploaded to your social media accounts, including but not limited to Instagram, Twitter, Facebook, Tumblr and Pinterest, which are tagged with any Center promoted hashtag (collectively “**User Content**”) shall be deemed non-confidential and nonproprietary. By submitting or posting any User Content, you grant, and you represent and warrant that you have all rights necessary to grant, to Center and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sublicensable and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, use or otherwise exploit all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any commercial or noncommercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to you.

Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to this Agreement or (ii) inspect or approve the editorial copy or other material that may be used in connection with the

User Content. Center will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products that incorporate or otherwise rely upon such information. Center shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content or respond to any User Content. Center retains the right, in its sole discretion and without prior notice, to remove, revise or refuse to post any User Content for any reason or no reason. Subject to the licenses granted in this Agreement, you retain ownership of any copyright and other rights you may have in the User Content.

By submitting or posting User Content on the Service, on your social media accounts or through any tools or applications we provide for posting or sharing your User Content with us, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in this Agreement, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (iii) you are 18 years of age or older; and (iv) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy, publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (d) contain any addresses, email addresses, phone numbers or any contact information or (e) contain computer viruses, worms or other harmful files. Upon request by Center, you will furnish Center any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You are solely responsible for the User Content and you hereby agree to indemnify and hold Center and its employees, agents, affiliates, assigns and licensees harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

Center does not guarantee the truthfulness, accuracy or reliability of any User Content or endorse any opinions expressed by you or anyone else. By submitting or posting the User Content you fully and unconditionally release and forever discharge Center and its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with: (i) disputes between you and one or more users or any other person or entity, or (ii) the use by Center or you of the User Content, including, without limitation, any and all claims that use of the User Content pursuant to this Agreement violates any of your intellectual property rights, copyrights, rights of publicity or privacy, “moral rights,” or rights of attribution and integrity. You acknowledge and agree that Center has no control over, and shall have no liability for any damages resulting from, the use (including, without limitation, re-publication) or misuse by you or any third party of any User Content. Center acts as a passive conduit for User Content and has no obligation to screen or monitor User Content. If Center

becomes aware of any User Content that allegedly may not conform to this Agreement, Center may investigate the allegation and determine in its sole discretion whether to take action in accordance with this Agreement. Center has no liability or responsibility to Users for performance or nonperformance of such activities.

CENTER HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY USER CONTENT WITHIN ITS CONTROL THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST CENTER FOR SUCH REMOVAL AND/OR DELETION. CENTER IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THE SERVICE. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST ON THE SERVICE OR ANY OTHER SITES OR PLATFORMS.

3. Client Data; Rights and Responsibilities

A. **Center Data Services and Client Data.** As part of the Service, there are services and functionality designed for the use of Center account holders and service subscribers that will allow you to transfer information that you possess, control, or have access to (independently, or through third parties and service providers that you use) about other individuals (e.g., your customers, prospects, employees, etc.) (“**Client Data**”), to us, the Site, to you, or to third parties and service providers that you use, using APIs or other technologies or methods (collectively, the “**Center Data Services**”). The Center Data Services may also include templates of webpages, or other items or services that you can use or integrate with your website, online services, or other services, which will cause any Client Data to be transferred to us or the Site. We will use and process Client Data for the purpose of providing the Service (which includes the Client Data Services) including as set forth in this Agreement (which includes the Privacy Policy). You retain ownership of your Client Data.

B. **Required Information for Center Data Services.** In order for us to provide Center Data Services, you must provide us with or give us access to all relevant and necessary information for us to provide the Center Data Services, including Client Data and other data, account credentials (e.g., username and passwords) including for third parties and service providers that you use, API keys, and other information, materials, and content as we may specify.

C. **Client Data License Grant.** By (i) transferring Client Data, submitting Client Data, or making Client Data available to, us or the Center Data Services (all whether through you, or a third party or service provider that you use), (ii) using Client Data in connection with the Center Data Services or us (whether through you, or a third party or service provider that you use), or (iii) allowing us or the Center Data Services to access

Client Data ((i)-(iii) are collectively “**Sharing Client Data**”) you: expressly grant, and you represent and warrant that you have all rights necessary to grant, to Center and its affiliates, subcontractors, and service providers, all rights and licenses to use, copy, transmit, store, process, and otherwise deal with the Client Data in connection with the Service and otherwise as specified in the Agreement. In addition, you acknowledge and agree that we may collect, analyze and use anonymized or aggregated Client Data, or data derived from Client Data, as well as data about your access and use of our Service, for the purpose of providing, operating, analyzing, and improving our Service.

D. **Your Responsibilities.** In connection with your Client Data, as of the date you accepted this Agreement and throughout the term of this Agreement, you represent, warrant and agree that:

- (1) you have obtained such Client Data lawfully (*i.e.*, you have complied with all applicable laws, including those pertaining to privacy and data protection and those requiring consent), and your collection, possession, or use of the Client Data does not and will not violate any applicable laws, privacy rights, or third party proprietary or intellectual property rights;
- (2) you are solely responsible for ensuring compliance with all laws, including privacy laws, in all jurisdictions that apply to Client Data and Sharing Client Data (including for our and third party uses allowed in this Agreement);
- (3) Sharing Client Data (including for our and third party uses allowed in this Agreement) will not violate any applicable: law, contractual obligation or license agreement, privacy policy or promise, right, or obligation;
- (4) you will ensure there is no Sharing Client Data that involves Client Data containing: financial account or bank account information, credit or debit card information, personal information collected from children under the age of 13, social security numbers, driver’s license numbers, state or government identification card numbers, consumer reports (as defined in 15 U.S.C. § 1681a), health or medical information (including, without limitation, health information as defined in 42 U.S.C. § 1320d), or other types of information that is sensitive or protected under applicable law. Such data may not be submitted or stored by Center without Center’s explicit written consent, and Center reserves the right to delete or anonymize such data if discovered stored in an unauthorized location within the Service;
- (5) we may exercise the rights to your Client Data granted under this Agreement without liability or cost to any third party (including, without limitation, any third party or service provider that you use in connection with Client Data), and neither that use by Center nor Sharing Client Data will violate

any third party's terms of use or other contractual agreements or policies to which you are bound;

(6) your Client Data and Sharing Client Data complies with the terms of this Agreement (including, without limitation, the User Content Section).

4. **Fees**

You shall pay all fees specified in any subscription to Service or use of the Site ("**Subscription**"). We will charge you a periodic fee based on the Subscription you choose or use. Such fees shall be billed in advance for each period and are non-refundable except as explicitly set forth in this Agreement. Except for refunds provided for cancellation of Subscriptions within the first thirty (30) days, as set forth in the section below entitled "Cancellation and Termination", there will be no refunds or credits for partial months of service or for periods in which your Subscription remains active but you do not use the Services.

We reserve the right to modify our billing rates at any time by posting such fee changes to the Services or on our website or notify you through other procedures. Any changes in fees will not become effective until your next billing cycle.

At our discretion, we may offer free or discounted pricing for trial use of the Services (a "Trial Program"). Once the terms of any Trial Program have expired, you agree that our normal billing rates shall apply. You may only participate in a Trial Program if you agree to comply with any additional terms, restrictions or limitations (including limitations on the total amount of usage) we impose in connection with any Trial Program. You may not sign-up for multiple Accounts to, for example, receive additional benefits under any Trial Programs or otherwise attempt to circumvent any fees due to Center.

5. **Our Proprietary Rights**

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "**Center Content**"), and all intellectual property rights related thereto, are the exclusive property of Center and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Center Content. Use of the Center Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Center or its parent, subsidiaries or affiliates under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Center does not waive any rights to use similar or related ideas previously known to Center, or developed by its employees, or obtained from sources other than you.

6. Payment Terms

A. **Billing Policies.** Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the pricing and payment terms, as we may update them from time to time. Center may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement. Purchases may be processed through a third party provider. If so, you will be provided a notice when entering their payment information directing them to a third party payment service provider’s terms of service and privacy policy and all payments made are governed by such terms of service and privacy policy.

B. **No Refunds.** You may cancel your Center account at any time; however, there are no refunds for cancellation. In the event that Center suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any Center Content, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

C. **Payment Information; Taxes.** All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible and pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

D. **California Residents.** The provider of services is Avenue81, Inc., 251 N. 1st Avenue, Suite 200, Minneapolis, MN 55401; telephone: (844) 594-3390. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the

California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254

7. **Copyright Claims**

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and, email address;
5. 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 law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: Copyright Agent
Avenue 81, Inc. (DBA LeadPages)
Address: 251 N. 1st Avenue
Suite 200
Minneapolis, MN

Or you may complete this [Takedown Notice form](#).

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.

Please note that this procedure is exclusively for notifying Center and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply

with Center's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Center has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Center may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

8. **No Professional Advice**

If the Service provides professional information (for example, medical, legal, or financial), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Service. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

9. **Privacy**

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally information as set forth in this Agreement (which includes the Privacy Policy).

10. **Security**

Center cares about the integrity and security of your personal information. Although we do our best to protect your personal information, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

11. **Reporting of Abuse or Intellectual Property Infringement**

Our users agree to not send spam and to adhere to all of the terms and conditions set forth hereunder. If you believe any of our customers are in violation of the terms of service, please contact us via e-mail at accounts@ave81.com.

12. **Third-Party Links and Information**

The Service may contain links to third-party materials that are not owned or controlled by Center. Center does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement (which includes the Privacy Policy) do not apply to your use of such sites. You expressly relieve Center from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Center shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

13. **Indemnity**

You agree to defend, indemnify and hold harmless Center and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties herein; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code; or (viii) Sharing Client Data.

14. **Cancellation and Termination**

If you wish to cancel your Subscription, you can do so by logging into your account and proceeding with this option through the support section menu. If you are unable to find this option or if you have questions or need assistance, please contact accounts@ave81.com and they can assist you with the cancellation process. You will remain liable for all charges accrued on your account up to the time that you downgrade or cancel your Subscription, including full monthly fees for the month in which you cancelled, provided however that if you cancel your Subscription within the first thirty (30) days of opening your Center Account, you will receive a refund of your Subscription fee, except for Early Adopter subscriptions which are considered final sales at the time of purchase.

Upon cancellation of your Subscription, Center is under no obligation to maintain or store your account information, Client Data or User Content. Center may, at its option, either delete your

information, Client Data, and User Content immediately or retain it (in full or in part) in accordance with Center's processes and practices (including, without limitation, the Privacy Policy).

Center reserves the right at any time, and without cost, charge or liability, to terminate this Agreement at its sole discretion for any reason, including, but not limited to, a failure to comply with the terms of this Agreement. In addition, Center may, in its sole discretion, at any time, temporarily or permanently suspend access to your account, Subscription or Services for any violation or suspected violation of this Agreement. Center also reserves the right to deny access to anyone, including, but not limited to those users who use proxy servers and/or IP addresses residing in certain geographical areas outside of Canada and the United States. Center reserves the right to terminate any portion of the Service at any time, for any reason, with or without notice.

15. **No Warranty**

THE SERVICE AND ANY MATERIALS PROVIDED THEREWITH OR BY CENTER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE OR MATERIALS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND MATERIALS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY, SECURITY, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CENTER OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, CENTER, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE OR MATERIALS WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE OR MATERIALS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA (INCLUDING, WITHOUT LIMITATION, PERSONAL INFORMATION OR CLIENT DATA) THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

CENTER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND CENTER WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY

TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CENTER, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA (INCLUDING, WITHOUT LIMITATION, PERSONAL INFORMATION OR CLIENT DATA) OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE OR ANY MATERIALS PROVIDED THEREWITH OR BY CENTER. UNDER NO CIRCUMSTANCES WILL CENTER BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENTER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION OR CLIENT DATA STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL CENTER, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO CENTER HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from facilities in the United States. Center makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

17. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

A. **Governing Law.** You agree that: (i) the Service shall be deemed solely based in Minnesota; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Minnesota. This Agreement shall be governed by the internal substantive laws of the State of Minnesota, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Hennepin County, Minnesota for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Hennepin County, Minnesota is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

B. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM CENTER. For any dispute with Center, you

agree to first contact us at accounts@ave81.com and attempt to resolve the dispute with us informally. In the unlikely event that Center has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Hennepin County, Minnesota, unless you and Center agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Center from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

C. Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CENTER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

18. **General**

A. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Center without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. **Notification Procedures and Changes to the Agreement.** Center may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Center in our sole discretion. Center reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Center is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Center may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Agreement. If you do not agree to any of these terms or any future Agreement, do not use or access (or continue to access) the Service.

C. **Entire Agreement/Severability.** This Agreement, together with any amendments and any additional agreements you may enter into with Center in connection with the Service, shall constitute the entire agreement between you and Center concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

D. **No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Center's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. **Contact.** Please contact us at accounts@ave81.com with any questions regarding this Agreement.