

Aimtell Terms of Use

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- 2. ELIGIBILITY TO USE AIMTELL.** YOU AGREE THAT BY USING THE SITE OR ANY OF THE SERVICES, YOU REPRESENT EITHER THAT (A) you are 18 years of age or older and can form a contract with Company under the laws of the United States, the laws of the jurisdiction in which you use the Site or the Services, or any other applicable jurisdiction; or, that (B) you are under 18 years of age but above 13 years of age and your parent or legal guardian, having legal authority to enter into these Terms of Use, has consented to your use of the Site and the Services and has read and fully accepted these Terms of Use on your behalf.
- 3. PRIVACY POLICY.** Company respects your privacy and permits you to control certain treatment of your personal information. A complete statement of the current aimtell™ privacy policy (the "Privacy Policy") can be found by visiting aimtell.com/privacy. The Privacy Policy is expressly incorporated into these Terms of Use by this reference.
- 4. PASSWORDS AND ACCOUNTS.** When at times you are required to open an account to use or access the Site or any of the Services, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately on any unauthorized use of your account, username, or password. You acknowledge that you are responsible for all activities or actions that occur under any username, password, or account you use to access or use the Site or the Services. Company and Affiliates shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

When choosing a username, you may not choose a username that is used by someone else, that is vulgar, distasteful, inappropriate for public use, or otherwise offensive (as determined by Company in its sole discretion), that infringes any trademark or other proprietary rights of others, impersonates another person, or that violates these Terms of Use. Company may reject, remove, alter or change your username or require that you change any username, password or other account information that you may provide. Accounts deemed inactive may be removed by Company at any time with or without notice.

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7. ACCESS TO SITE AND SERVICES. Company may offer to provide the Services, as described more fully on the Site, which may be accessed on the Site and related websites, or through the use of a mobile device. Company may change, suspend, or discontinue the Site or any of the Services at any time, including the availability of any website, feature, product, service, or content. Company may also impose limits on the Services or restrict your access to parts or all of the Services without notice or liability. You are granted only a limited right to use the Site and the Services in accordance with these Terms of Use.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site or otherwise use the Services, including, without limitation, hardware devices, software, and Internet connection services. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services and you shall be responsible for all charges incurred in connection with use of the Services in connection with all such equipment and ancillary services.

8. FINANCIAL TRANSACTIONS. You may have an account without paying to participate in certain features or services of the Site or the Services. However, Company may charge subscription or other fees to access certain Services. You acknowledge and agree that Company is authorized, but not required, to act on payment instructions received from anyone using your account. You authorize Company to (A) initiate debits or charges against your financial account or credit or debit card periodically for the amount then due for purchases made; and (B) initiate any other debits or charges authorized by you or anyone using the Company account registered to you. All payments must be made in U.S. dollars from a U.S. bank or via alternative payment methods made available by Company. You acknowledge that transactions may be facilitated by a third party payment processor (the "Processor"), and agree that Company may share your information, including information about your financial accounts, with the Processor for this purpose. You acknowledge that Company is not responsible for the information collection, usage and disclosure practices of any Processor.

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promotional materials, surveys, "junk mail," "spam," "chain letter," "pyramid scheme," investment opportunity or other form of solicitation that Company considers to be of such nature; or (E) delivers or causes to be delivered viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Site or the Services, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

If you become aware of any unlawful, offensive or inappropriate User Content on the Site or the Services (except for content that infringes copyright, which is addressed below), please contact Company support@aimtell.com with your name and address, a description of the material at issue, and the link to or location of such material.

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15. INDEMNITY. You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold Company harmless from any and all third-party claims, losses, liability, damages, suits, judgments, and costs (including reasonable attorney's fees and costs) arising from your access to or use of the Site, the Software, or the Services, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, suit, judgment or cost.

16. COPYRIGHT INFRINGEMENT. Company responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the procedures set out in the U.S. Digital Millennium Copyright Act.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (c) identification of the material that is claimed to be infringed 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 Company to locate the material (such as URLs);

- d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- (e) 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,
- (f) 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.

For this notification to be effective, you must provide it to Company's designated agent via postal mail, e-mail, or fax support@aimtell.com

17. TERMINATION. You may use the Site and the Services only as permitted by law, including applicable export and re-export control laws and regulations. Company reserves the right to suspend terminate your use of the Site or any of the Services. To ensure that Company provides a high quality experience for you and for other users of the Site, the Software and the Services, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site, the Software or the Services. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site, the Software and the Services immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site, the Software, or the Services by others.

28. PROHIBITED USES. Company imposes certain restrictions on your permissible use of the Site, the Software, and the Services. You are prohibited from violating or attempting to violate any security features of the Site, the Software, or the Services, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the

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20. GOVERNING LAW. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Los Angeles County, California, USA, in all disputes arising out of or related to the use of the Site, the Software, or the Services. **ALL PARTIES TO THIS AGREEMENT WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.**

21. INJUNCTIVE RELIEF AND OTHER REMEDIES. You acknowledge and agree that any breach or threatened breach of these Terms of Use by you will cause Company and its licensors irreparable damage for which recovery of money damage would be inadequate and that Company and its licensors may obtain timely injunctive relief to protect their rights, without bond, other security or proof of damages, in addition to any and all other remedies available at law or in equity.

22. MISCELLANEOUS TERMS. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions shall remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If there is a conflict between these terms and the additional terms, the additional terms shall control for that conflict. These terms control the relationship between you and Company, and do not create any third party beneficiary rights. You agree that you are not considered, and shall not represent yourself as, an agent, employee, joint venturer, or partner of Company. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, injunctive relief and other remedies, governing law and other miscellaneous terms.

Company may, in its sole discretion and without prior notice, (A) revise these Terms of Use; (B) modify the Site, the Software, the Services, or any combination of them; and (C) discontinue the Site, the Software, and/or the Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and

the Privacy Policy posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

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