

Aimtell Terms of Use

1. **BINDING EFFECT. This is a binding agreement; please read it carefully.** Welcome to Aimtell and thank you for using the Aimtell site (the “Site”). Aimtell, Inc. (the “Company”) and its affiliates, officers, directors, employees, consultants, agents, and representatives (collectively, “Affiliates”) are proud to provide you with the Site and the websites, features, products and services in connection with the Site (collectively, the “Services”). By using the Site or any of the Services, you (“User”) agree to abide by these Terms of Use, as Company may amend them from time to time in its sole discretion. Additional terms may apply to some of the Services; if so, the additional terms will be available with the relevant Services, and those additional terms will become part of your agreement with Company should you use those Services. Company will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Services and the Site.

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.](#)

5. OWNERSHIP. The Site and the Services belong solely and exclusively to Company. Your use of the Site or any of the Services does not confer any title or ownership interest in the Site, any of the Services, any information and content that you access on or through the Site or the Services, or any intellectual property rights and proprietary rights in any of them. Any such use should not be construed as a sale of any rights to the Site or the Services. Nothing contained on the Site or the Services should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or any licensor of Company. Company reserves its right to enforce its rights to the fullest extent of the law in the event of any violation of these Terms of Use. The Site and the Services may contain certain licensed information and content, and Company's licensors may protect their rights in the event of any violation of these Terms of Use.

6. USE OF SOFTWARE. Company may make certain software available to you from time to time in connection with the Site or the Services. If you download software from the Site or the Services, the software, including all files and images contained in or generated by the software, and accompanying data, but excluding software obtained under Open Source or freeware licenses that is subject to the terms and conditions of such various applicable Open Source or freeware licenses (collectively, the "Software") are deemed to be licensed to you by Company, for your limited, personal, noncommercial, home use only. Company does not transfer either the title or the intellectual property rights to the Software, and Company retains full and complete title to the Software as well as all intellectual property and proprietary rights therein. You may not sell, lease, lend, redistribute, modify, copy, or reproduce the Software or any part thereof, nor may you decompile, reverse engineer, disassemble, tamper with, attempt to extract source code, or otherwise convert the Software, or any part thereof, unless laws prohibit such restrictions or you obtain Company's separate written permission. This license granted to you by Company is revocable, non-exclusive, non-assignable, and conditioned upon your agreement to and full compliance with these Terms of Use. Company may discontinue some or all of the Software that Company may provide, and Company may terminate your right to use any such Software at any time and in such event may modify it to make it inoperable. Company may offer updates of the Software, from time to time, for feature enhancement, security, or other purposes. Company will not automatically update the Software, unless you authorize Company to do so. All trademarks, service

marks, and logos are owned either by Company or its licensors, and you may not copy or use them in any manner.

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.

9. USER CONTENT. The Site and some of the Services may allow you to post content or information ("User Content") from time to time. You retain ownership of any intellectual property rights that you hold in the User Content that you post. The Company may or may not keep archives and is not responsible for any archives posted by you or anyone else.

By submitting, posting, displaying, performing, transmitting, or otherwise distributing User Content to the Site or the Services, you are granting Company a license to use such User Content. In particular, you are granting Company a worldwide license to use, host, store, copy, distribute, transmit, broadcast, publicly

display, publicly perform, publish, communicate, reproduce, modify, adapt, edit, translate and reformat such User Content, in any format or media now known or later developed. The rights you grant in this license are for the limited purpose of operating, promoting, bettering, and developing the Site, the Services, and Company's business. The rights you grant in this license also includes a right of Company to sublicense any such rights to consultants, contractors, and other third parties in connection with such purpose. This license continues even if you cease all use of the Site and the Services. You acknowledge that you will not be compensated for any User Content. Among other things, your ability to access the Site and the Services from time to time constitutes sufficient consideration for this license. You agree that Company may publish or otherwise disclose your name in connection with User Content that is posted using your account. Likewise, you further agree that Company may exercise its rights under this license without attribution to you or anyone. The Site and the Services may or may not provide ways for you to access and remove User Content that is posted using your account. By posting User Content, you warrant and represent that you own the rights to such User Content or are otherwise authorized to post, submit, display, perform, publish, transmit, or otherwise distribute such User Content.

To the extent permitted by applicable law, you hereby waive any and all rights that you may have under laws worldwide that concern "moral rights" or "droit rights," or similar rights, or any rights of publicity or privacy in connection with User Content that you post, or that is posted using your account.

To be clear, nothing in these Terms of Use authorizes you to incorporate into any User Content any information or content owned or licensed by Company. Nothing in these Terms of Use obligates Company to exercise its license rights with regard to any User Content that you post, or that is posted using your account. From time to time, at any time, Company may, in its own discretion, add or change restrictions to your ability to post or view User Content (without limitation, an example being character or storage size limit), or remove or delete User Content from its servers, without notice or liability. Further, if you submit feedback or suggestions about the Site or the Services, Company may use your feedback or suggestions without any obligation to you.

10. INAPPROPRIATE USER CONTENT. You agree not to submit, post, upload, display, perform, transmit, or otherwise distribute any User Content that, as Company may determine in its own discretion: (A) is libelous, defamatory, fraudulent, obscene, pornographic, indecent, hateful, abusive, threatening, vulgar, distasteful, misleading, inappropriate for public use, offensive, or otherwise in violation of any laws or rights of any person or entity, including without limitation rights of publicity, rights of privacy, intellectual property rights or other rights; (B) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; (C) advertises or otherwise solicits funds or is a solicitation for goods or services; (D) delivers or causes to be delivered any unsolicited or unauthorized advertising,

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.

11. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. You acknowledge that the copyright and other intellectual property laws of the United States, international treaties and conventions, and other laws protect the Site and the Services, and you agree to abide by relevant intellectual property laws regarding ownership and use of intellectual property as they relate to the Site and the Services.

By using the Site or any of the Services, you agree not to submit, upload, download, transmit, display, perform, publish, or otherwise distribute any User Content in violation of any copyrights, trademarks, or other intellectual property rights or proprietary rights. You shall be solely responsible for any violations of relevant intellectual property laws and for any infringements of any intellectual property rights or proprietary rights caused by any User Content you post, or that is posted using your account. The burden of proving that any User Content does not violate any laws or intellectual property rights rests solely with you.

12. NO WARRANTIES. COMPANY AND ITS LICENSORS HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE, THE SERVICES, THE SOFTWARE, AND ALL CONTENT AND OTHER INFORMATION, MATERIAL, AND PRODUCTS AVAILABLE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE AND THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES, OR ERROR-FREE. The Site or the Services may contain, or direct you to websites that contain information or content that some individuals may find

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Likewise, Company has no control over, and is not responsible for, the business practices or privacy policies of any third-party sites, or for the collection, use or disclosure of any information those sites may collect, even if those sites are owned or operated by partners or affiliates of Company. Company makes no representation, recommendation, endorsement, or warranty with regard to any third-party websites.

14. LIMITED LIABILITY. COMPANY'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY, ITS AFFILIATES OR ITS LICENSORS BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUES, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES IN ALL CASES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, THE SERVICES, THE SOFTWARE, OR INFORMATION AND CONTENT CONTAINED THEREIN. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal or equitable theory or form of action.

You agree that any claim or dispute arising in connection with your use of the Site, the Software, or the Services must be brought and filed within one year of the date of the event giving rise to such action occurred, even if any applicable statute of limitations exists to the contrary. Your only right or remedy with respect to any problem or dissatisfaction with such use is to cancel your account and cease using

the Site and the Services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COMPANY, ITS AFFILIATES AND ITS LICENSORS FOR ANY CLAIM UNDER THESE TERMS OF USE (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW FOR CLAIMS INVOLVING PERSONAL INJURY), INCLUDING FOR ANY IMPLIED WARRANTIES, SHALL NOT EXCEED THE TOTAL AMOUNT YOU PAID COMPANY TO USE THE SITE OR THE RELEVANT SERVICES DURING THE ONE-MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM OR DISPUTE AROSE, OR, AT COMPANY'S OPTION, TO PROVIDING YOU WITH ACCESS TO USE THE SITE OR THE RELEVANT SERVICES AGAIN FOR A ONE-MONTH PERIOD. THIS LIMITATION SHALL APPLY EVEN IF IT FAILS ITS ESSENTIAL PURPOSE.

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

Site, the Software, or the Service. Any violation of system or network security may subject you to civil or criminal liability or both.

19. CALIFORNIA USE ONLY. The Site is controlled and operated by Company from its offices in the State of California. Company makes no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

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.

23. ACKNOWLEDGEMENT. BY USING THE SITE OR ANY OF THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

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