

CrewBelt Terms of Use

These CrewBelt Terms of Use (this “**Agreement**”) are a binding agreement between you (“**User**” or “**you**”) and CrewBelt, LLC (“**Company**” or “**we**”). This Agreement governs your use of the CrewBelt mobile application and website currently located at <https://CrewBelt.com> (including all related documentation, the “**Application**”), which helps connect you to a variety of other Users in the construction, design, and maintenance fields. The Application is licensed, not sold, to you.

BY CLICKING THE “AGREE” BUTTON OR DOWNLOADING/INSTALLING/USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD/INSTALL/USE THE APPLICATION, AND DELETE IT FROM YOUR MOBILE DEVICE.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:
 - (a) download, install, and use the Application for your personal use on your mobile device(s) owned or otherwise controlled by you; and
 - (b) use the Application for your personal use via the CrewBelt website, strictly in accordance with the Application’s documentation.
2. License Restrictions. The Application is designed and intended for residential and commercial building design, construction, and maintenance. You shall not:
 - (a) copy the Application, except as expressly permitted by this license;
 - (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
 - (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
 - (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
 - (e) rent, lease, lend, sell, re-sell, sublicense, assign, distribute, publish, transfer, exploit or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;

- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application;
- (g) knowingly provide or submit false or misleading information;
- (h) use the Application if you are under the age of eighteen (18);
- (i) use the Application in, or in association with, tasks or projects that involve the design, construction, maintenance, or operation of any hazardous materials, environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; provision of healthcare services, assisted living services, or similar; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments;
- (j) use the Application in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries) including, by way of example only, requirements applicable to domestic residential and commercial construction industry as issued from time to time by the United States Environmental Protection Agency, United States Department of Housing and Urban Development and Occupational Health and Safety Administration, among others;
- (k) use the Application for the purpose exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- (l) use the Application to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- (m) use the Application to impersonate or attempt to impersonate the Company, a Company employee, another User, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- (n) use the Application to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Application; or which, as determined by us, may harm the Company or Users of the Application, or expose them to liability, or to interfere with the rights of the Company or the rights of other Users of the Application;
- (o) use the Application in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Application, including their ability to engage in real time activities through the Application;

- (p) use any robot, spider, scraper, deep-link, or other automatic device, process, program, or means to access the Application for any purpose, including monitoring or copying any of the material in the Application;
- (q) use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in this Agreement, without our prior written consent;
- (r) use any device, software, or routine that interferes with the proper working of the Application;
- (s) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (t) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer, or database connected to the Application;
- (u) attack the Application via a denial-of-service attack or a distributed denial-of-service attack;
- (v) probe, scan or test the vulnerability of the Application; or
- (w) otherwise attempt to interfere with the proper working of the Application.

NOTE: A single CrewBelt account is for singular, personal use, and cannot be shared among two (2) or more individuals. Every individual should have their own account. Users that seek to share a single CrewBelt account between two (2) Users violate these terms and conditions, and are subject to cancellation and/or loss of data. Please contact us if you have questions about managing multiple accounts.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement. The Company name, the term CREWBELT, the CrewBelt logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans in the Application are the trademarks of their respective owners.

4. Collection and Use of Your Information.

- (a) You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons)

to collect information about your mobile device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect, or you provide, through or in connection with this Application is subject to our Privacy Policy, a copy of which can be accessed at [\[INSERT AS LINK TO APPLICATION PRIVACY POLICY\]](#). By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

(b) If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You are responsible for all activities that occur under your user name and password. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Application or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

(c) We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

5. User Contributions.

(a) The Application may contain review forms, rating systems, information collection forms, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow Users to post, submit, publish, display, or transmit to other Users or other persons (hereinafter, “**post**”) information, photographs, content and materials, including but not limited to job and task descriptions, User information, User profiles, User credentials, photographs, resume, maps, schematics, documentation, manuals, instructions, task descriptions and timekeeping information (collectively, “**User Contributions**”) on or through the Application, including information about Users offering to provide services, Users seeking to receive or acquire services, and tasks or projects. All User Contributions must comply with the requirements herein, and any other content standards we may provide.

(b) Any User Contribution you post on or through the Application will be considered non-confidential and non-proprietary. By providing any User Contribution through the Application, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferrable, and sublicensable right to use, reproduce, modify, perform, display, distribute, create derivative works from, incorporate

the all or part of such User Contribution into other works, and otherwise to use and disclose to third parties any such material for any purpose.

(c) You grant to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns all rights necessary to publish or refrain from publishing your name and address in connection with your User Contribution; you acknowledge that this license cannot be terminated by you once you submit your User Contribution to the Application; your name and report information may be made available to the public and/or to the Users you contact, review and rate; you are solely responsible for the content of your communications, reviews and ratings, provided that the Company may, at its option, remove, modify or leave in place such communications, reviews and ratings.

(d) You agree that all of your reviews and ratings will either be based upon your actual first-hand experiences with and knowledge of the Users you are reviewing.

(e) You represent and warrant that: (i) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and (ii) all of your User Contributions do and will comply with this Agreement.

(f) You represent and warrant that: (i) you have the right and possess all required licenses, authorizations, permissions, certifications, permits and other approvals required to perform any project or task that you seek or request, or may be requested, authorized or approved to perform; (ii) you have the right and possess all required licenses, authorizations, permissions, certifications, permits and other approvals required to engage another User to perform a project or task; and (iii) all information in your User Contributions and in any communications with Users external to the Application related to the foregoing is complete, accurate and not misleading.

(g) You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other User of the Application.

6. Monitoring and Enforcement of User Contributions. We reserve the right to:

(a) remove or refuse to post or to leave in place any User Contributions for any or no reason in our sole discretion;

(b) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates this Agreement, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Application or the public, or could create liability for the Company;

(c) disclose information to a third party who asserted a valid claim that material posted by you violates its legally protected rights, including its intellectual property rights or its right to privacy;

(d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Application; and/or

(e) terminate or suspend your access to all or part of the Application for any or no reason, including without limitation, any violation of this Agreement.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. However, we cannot and do not undertake to review all material before it is posted on the Application, and we cannot ensure prompt removal of objectionable material after it has been posted. We cannot guarantee the accuracy, integrity, quality or appropriateness of any User Contributions transmitted to or through the Application. You acknowledge that the Company simply passively receives and makes available User Contributions. You understand that all User Contributions provided in any way or linked through the Application, are the sole responsibility of the person from whom such User Contributions originated. We do not control and are not responsible for User Contributions made available through the Application. You acknowledge that, in using the Application, you may be exposed to content in User Contributions that is inaccurate, misleading, or offensive, and that it is your sole responsibility to evaluate and decide and bear all risks associated with such User Contributions. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party, including the User Contributions. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

7. Content Standards. These content standards (the “**Content Standards**”) apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

(a) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;

(b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

(c) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;

- (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and our Privacy Policy [[LINK TO PRIVACY POLICY](#)];
- (e) identify, depict, or show any person unless the person (and if a minor, the parent or guardian of the minor) has provided consent to the use of the User Contribution consistent with these Terms of Use;
- (f) be likely to deceive any person;
- (g) promote any illegal activity, or advocate, promote, or assist any unlawful act;
- (h) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- (i) impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- (j) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
- (k) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

8. Infringing User Contribution. If you believe that any User Contribution violates your trademark or copyright, please e-mail support@CrewBelt.com, and in the subject line, put “Notice of Infringement.” In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), we will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (a “DMCA Notice”). Your notification must include substantially the following:

- (a) Your physical or electronic signature.
- (b) Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- (c) Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- (d) Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- (e) A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.

- (f) A statement that the information in the written notice is accurate.
- (g) A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- (h) Our designated copyright agent to receive DMCA Notices is:

CrewBelt, LLC
2830 Commerce Blvd.
Irondale, Alabama 35210
Attn: Copyright Agent
Email: Support@CrewBelt.com

(i) If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Application is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

9. Changes to these Terms of Use/Agreement. We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them and give you reasonable notice, and apply to all access to and use of the Application thereafter. Your continued use of the Application following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check the CrewBelt website frequently, so you are aware of any changes, as they are binding on you. This Agreement may not otherwise be amended or modified except in a writing signed by you and Company.

10. Geographic Restrictions. The Application is based in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Application data and content outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Application from outside the United States, you are responsible for compliance with local laws.

11. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). While Company will use reasonable efforts to provide timely Updates related to projects, Company makes no guarantees with regard to the frequency or timeliness of such Updates. Updates may also modify or delete in their entirety certain features and functionality. **Company reserves the right at any time to modify, suspend, or discontinue the Application with or without notice, and Company shall not be liable to you or to any third party for any such modification, suspension, or discontinuance.** You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your mobile device settings, when your mobile device is connected to the internet either:

(a) the Application will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

12. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

13. Reliance on Application Information and Disclaimer of Accuracy. Without limiting the generality of Section 12, the Company reiterates that the information presented on or through the Application, including User Contributions is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of any information or User Contributions transmitted through the Application. Any reliance you place on such information is strictly at your own risk. You acknowledge that the Company is simply a passive conduit and an interactive computer service provider for distribution of User Contribution by Users. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to or User of the Application, or by anyone who may be informed of any of its contents. Specifically, the Application includes content provided by third parties, including materials provided by other third-party service providers, Users, licensors, aggregators, governmental entities, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. **Without limiting the foregoing, Third-Party Materials specifically include information provided from third parties, and User Contributions specifically include information provided by Users. The Company has not independently verified the accuracy of such information and expressly disclaims any representation as to the accuracy of such information. You expressly acknowledge that errors may exist in the data provided or displayed in the Application, including but not limited to errors and omissions regarding: (i) description and location of a User, property, work site, or other item; (ii) project scope; (iii) licenses, authorizations, permissions, certifications, permits, other approvals, right and ability to**

perform a task or project; (iv) ability and willingness to pay or receive payment; and (v) timeliness, accuracy and completeness information provided regarding the foregoing, including but not limited to any User, property, work site, resume information, User qualifications, work history, immigration status, project scope, property location, ownership, accessibility, and permissions to access any property or work site and perform work on a project. Users are solely responsible for confirming the foregoing information, and shall not rely on the Application for the accuracy thereof. The Company makes no representations or warranty, express or implied, as to the foregoing information, and assumes no responsibility for any errors or omissions therein.

14. Communications. We may communicate with you by email. You acknowledge and grant us permission to communicate with you by email for any purpose that we determine to be relevant. Relevant purposes may include system messages, product updates, service announcements, and marketing messages. Communications to Company shall be made by mail to CrewBelt, LLC, 2830 Commerce Blvd., Irondale, Alabama 35210.

15. Term, Termination, and Renewal.

(a) The term of Agreement commences when you acknowledge your acceptance hereof and will continue in effect until terminated by you or Company as set forth in this Section 15.

(b) The Company may, for any reason or no reason, without notice to you and in its sole discretion, terminate this Agreement, your account, and your access to the Application. The Company may notify you in writing or otherwise, at its option, of its termination of this Agreement.

(c) You may terminate this Agreement by deleting the Application and all copies thereof from your mobile device and requesting that the Company deactivate your User account, available through the CrewBelt website.

(d) The Company may retain information you provide, including your account information, in accordance with its Privacy Policy. You can request deletion of your personal information in accordance with the procedures described in the Company's Privacy Policy.

(e) If you have any questions about the status of your account, please contact us at: support@CrewBelt.com.

(f) Company may terminate this Agreement at any time without notice, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(g) Upon termination:

(i) all rights granted to you under this Agreement will also terminate;
and

(ii) you must cease all use of the Application and delete all copies of the Application from your mobile device and account.

(h) You acknowledge that you and not the Company are responsible for acceptance, performance or termination of any agreement between you and another User external to the Application. Termination of this Agreement will have no effect on any such agreement and associated rights, responsibilities and obligations. You acknowledge that you are solely responsible for any such agreement, and that the Company expressly disclaims all liability related to any such agreement.

(i) Termination will not limit any of Company's rights or remedies at law or in equity. Sections 3-8, 12-14, and 16-25 shall survive termination and remain in full force and effect.

(j) The Application may be downloaded from iTunes App Store (<http://itunes.apple.com>) and Google Play Store (<https://play.google.com/store/apps>), as applicable (each, an "App Store"). You acknowledge and agree that the respective App Stores may collect any applicable fees for purchases of the Application, and the sales terms of the respective Apps Stores determine whether the fee you pay includes all applicable taxes, fees, and other charges. You, and not the Company, are solely responsible for paying all such taxes, fees and other charges. You understand that access to the Application may be discontinued if full, timely payment is not reported by the respective App Store to Company. Application purchases are managed by the respective App Stores directly so you should contact the applicable App Store directly for questions or concerns about initiating, canceling or refunding purchases made through them. Company is unable to process any returns or exchanges for purchases via the App Stores.

16. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

CIRCUMSTANCES MAY EXIST OR ARISE THAT PREVENT THE APPLICATION FROM PROVIDING CERTAIN DATA OR ACHIEVING COMPLETE REPRESENTATION OF ALL DATA ELEMENTS IN THE APPLICATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

17. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID FOR THE APPLICABLE GOOD OR SERVICE FROM WHICH LIABILITY AROSE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR TRESPASS TO PERSONS, CHATTEL, OR LAND, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

18. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the User Contributions and content you submit or make available through this Application.

19. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other

governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

20. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end Users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

21. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect; provided, however, that if any fundamental term or provision of this Agreement, is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

22. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in Jefferson County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

24. Entire Agreement. This Agreement, and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

25. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.