



TERMS OF USE

Effective: [March 27, 2017]

The following terms of use and disclaimer (the “Terms of Use”, and, together with the Company’s Privacy Policy, collectively, the “Agreement”) is a legal agreement between you (“you,” the “user” or one of the “users”) and AXECAL, INC (together with its affiliates, the “Company”) providing, among other things, the terms and conditions for your access to and use of the Company’s services delivered via the Company’s website available at www.axecal.com (collectively, the “Site”).

1 Terms of Use; Acceptance; Modifications

- 1.1 PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THE SITE. BY ACCESSING OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE SITE.
- 1.2 These Terms of Use expressly incorporate the Company’s Privacy Policy (accessible at <http://www.axecal.com>), as may be modified from time to time by the Company.
- 1.3 The Company reserves the right to change, add, or delete portions of these Terms of Use at any time. If we do so, we will provide you with notice by posting a notice of the change on the Site, by sending you an email, or by any other means we reasonably deem appropriate. Any such changes will become effective immediately upon posting to the Site, and the continued use of the Site by you after any changes have been made shall constitute your acceptance of such changes. Changes to these Terms of Use will also be indicated by an updated effective date posted on the applicable portion of the Site. You will be deemed to have accepted these Terms of Use as amended if you continue to use the Site after any amendments are posted on the Site.

2 Eligibility

The Site is intended solely for users who are 18 years of age or older who reside in the United States. If you are not located in the United States, or if you are under the age of 18, you are not permitted to use the Site. Any registration by, use of, or access to the Site by anyone located outside of the United States, or anyone under the age of 18, is unauthorized, unlicensed and in violation of this Agreement.

3 Registration

- 3.1 Some features of the Site are only available to users who provide certain registration details or other information, including without limitation, your full legal name, email address, physical address, and phone number (collectively, the “Account Data”). Additional Account Data, including without limitation, credit card information, will be required to receive the paid benefits and services available through the Site. The Account Data submitted by you will be used in accordance with the Company’s Privacy Policy.
- 3.2 By submitting your Account Data, you agree to (i) provide accurate, current, and complete Account Data as may be prompted by the Site, (ii) keep your Account Data current and complete, and (iii) be held solely responsible for all activity that takes place through the Site. Without limiting its other remedies, the Company reserves the right to terminate your account in the event you fail to comply with any of these Terms of Use or our Privacy Policy.
- 3.3 You may not register for more than one account in your name. You may not register for an account on behalf of an individual, group, or entity other than yourself unless you are the authorized representative of such individual, group or entity (“Authorized Representative”). If you are an Authorized Representative, you represent that you have full authority to act on behalf of such individual, group or entity, provided, that nothing herein will release the individual, group or entity from any obligation or liability hereunder, and the Company may look to you and to such



individual, group or entity for performance of all obligations under this Agreement. The Company may request written authorization at any time for any reason, and failure to produce such written authorization may result in the termination of the account. You understand and acknowledge that you have no ownership rights in your account, and that you may lose all of your account information retained by the Site.

4 Use of Site Materials

- 4.1** All content, design, text, graphics, photographs, interfaces, the selection and arrangements thereof, and any other material on the Site (the “Materials”) are protected by United States and international copyright law and other intellectual property laws and are owned by the Company or its licensors.
- 4.2** The Company grants you a limited, revocable, non-exclusive right and license to access and to use the Site and the Materials for personal, noncommercial purposes for the sole purpose of using the Site in accordance with the terms and conditions of this Agreement. This license does not include and strictly prohibits the following: any resale of this Site or its contents; any collection and use of any product or service listings, descriptions, prices, or other Materials other than as expressly authorized herein; any derivative use of the Site or any Materials; or any use of data mining, robots, or similar data gathering and extraction tools. Except as stated in these Terms of Use, no Materials on this Site may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or modified in any way without the prior written permission of the Company. You must retain all copyright and other proprietary notices on all copies of the Materials. You agree to comply with all copyright laws worldwide in your use of the Site and prevent unauthorized copying of the Materials.

5 Trademarks

All trademarks, service marks, trade names, and logos (collectively, the “Marks”) are registered and unregistered trademarks of the Company or its licensors. Nothing on this Site should be construed as granting any license or right to use any Mark displayed on this Site, except as required to engage in the permitted uses expressly stated in the Terms of Use. You may not otherwise use any Marks without the prior written permission of the Company.

6 Ownership of User Content

Any material, information, idea, or other communication you transmit to or post on this Site or to the Company by any means (“User Content”) will be treated as non-confidential and non-proprietary and may be disseminated or used by the Company for any purpose whatsoever. User Content will in no event include any Personal Information covered by our Privacy Policy. The Company will have no obligations with respect to any User Content. The Company will be free to copy, disclose, distribute, incorporate, or otherwise use any User Content and all data, images, sounds, text, and other things embodied therein for any and all commercial and noncommercial purposes.

7 No Responsibility for User Content

- 7.1** The Company does not and cannot review all User Content on the Site, and shall not be responsible for the content thereof. The Company reserves the right to block users or remove User Content or materials that it determines to be in violation of these Terms of Use.
- 7.2** By making User Content available on or through the Site, you represent, warrant, and agree that (i) you have the right to make such User Content available; (ii) the User Content will not violate or infringe upon the rights of any third party, including without limitation copyright, trademark, privacy, publicity, attorney-client privilege, or other personal or proprietary rights; and (iii) the User Content will not violate any applicable law.



8 Third Party Sites; Third Party Business Dealings

- 8.1 *Third Party Sites.*** The Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the “Third Party Sites”). These links are provided solely as a convenience to you, and do not constitute an endorsement or warranty by the Company of the content or accuracy of any Third Party Sites or of the business practices of such other businesses, entities or individuals. You acknowledge that the Company is not responsible for the availability of, or the content located on or through, any Third Party Site. If you visit any Third Party Site, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. You should carefully review the privacy statements and other conditions of use on any Third Party Site that you visit. You should contact the site administrator or webmaster for those Third Party Sites if you have any concerns regarding such links or the content located on such Third Party Sites.
- 8.2 *Third Party Business Dealings.*** Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. The Company will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties on the Site.

9 Prohibited Uses

- 9.1 *User Information.*** You shall not harvest, collect or store information about users or use such information for any purpose inconsistent with the purpose of this Site or for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic mail or communications. Illegal and/or unauthorized use of the Site is prohibited.
- 9.2 *Intellectual Property.*** You shall not use the Site in any manner that would infringe, dilute, misappropriate, or otherwise violate any publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and rights derived from laws protecting patents, trademarks, trade secrets or other proprietary information. You further agree that you shall not (i) remove or alter any notices or other markings or legends, such as trademark or copyright notices, affixed on or within the Site; (ii) disassemble, reverse engineer, decompile, decipher, modify or alter the Site or any portion thereof; (iii) reproduce, copy, distribute, duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Site, except as permitted in these Terms of Use; (iv) prepare or develop derivative works based upon any portion of the Site; (v) commercially exploit any portion of the Site or use the Site for any commercial purpose in any manner and through any medium whatsoever, except as expressly permitted in these Terms of Use in accordance with the intended purpose of the Site; or (vi) use automated scripts to collect information from, or to otherwise interact with, the Site.
- 9.3 *Harmful Actions and Content.*** You shall not: (i) engage in any conduct that restricts, inhibits, or otherwise interferes with the ability of any other person to use or enjoy the Site, regardless of intent, purpose or knowledge; (ii) use manual or automated software, devices, scripts, robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Site; (iii) use the Site to transmit or distribute material that may be harmful to or interfere with the Site or any third party's networks, systems, services, or websites (such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, overburden, or limit the functionality of any computer software or hardware or telecommunications equipment); (iv) access, via automated or manual means or processes, the Site for purposes of monitoring its availability, performance or functionality or for any competitive purpose; (v) interfere with or disrupt the Site, including but not limited to any servers or networks connected thereto; (vi) post or transmit to or from this Site any unlawful, threatening, harassing, libelous, defamatory, offensive, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that might give rise to any civil or criminal liability, as determined by the Company in its sole and



absolute discretion; (vii) engage in or promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (viii) post or transmit any commercial content to the Site or use the Site to solicit others to join or do business with or visit any other commercial online service or organization.

9.4 *Fraudulent or Misleading Content.* You shall not use the Site to impersonate any person or entity, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing"). You shall not use the Site to falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity, nor shall you express or imply that any statements you make are endorsed by the Company.

10 Site Access

The Company reserves the right to change, suspend, remove, or disable access to the Site or any feature thereof, at any time without notice.

The Company will not be liable for any removal or disabling of access to any portion of the Site, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, user communications. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, or failure of email on account of technical problems or traffic congestion on the Internet or on the Site or combination thereof, including injury or damage to user's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Site, including without limitation any mobile client software.

11 Disclaimer of Warranties and Limitation of Liability

11.1 THE SITE AND ALL MATERIALS, INFORMATION, PRODUCTS OR SERVICES INCLUDED ON THE SITE OR OTHERWISE MADE AVAILABLE BY THE COMPANY ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS. NONE OF THE COMPANY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS, MANAGERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, THE MATERIALS, OR THEIR ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS. THE COMPANY MAY MAKE ANY CHANGES TO THE SITE, THE MATERIALS, AND THE PRODUCTS, PROGRAMS, SERVICES, OR PRICES DESCRIBED ON THE SITE AT ANY TIME WITHOUT NOTICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, OR INFORMATION ON THE SITE OR ANY GOODS OR PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON THE SITE OR YOUR USE OF THE SITE GENERALLY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, FREEDOM FROM COMPUTER VIRUSES, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE COMPANY DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITE OR THE SERVICES. OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF THE COMPANY'S CONTROL. PRICE AND AVAILABILITY INFORMATION ARE SUBJECT TO CHANGE WITHOUT NOTICE.

11.2 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SITE AND/OR THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THE SITE.



11.3 CERTAIN STATE LAWS IN THE UNITED STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12 Indemnity

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold the Company, its subsidiaries, affiliates, co-brand partners, and other parties with which the Company is under contract or affiliated, and their respective officers, directors, employees, and agents, free and harmless from and against any claims, actions and demands, including, but not limited to, any attorneys' fees and accounting fees, resulting from your use of the Site, violation of these Terms of Use or the Privacy Policy, your violation of any law or regulation, your violation of any proprietary or privacy right, or any and all content you submit to the Company whether through the Site or otherwise.

13 Governing Law; Arbitration

13.1 The Site, these Terms of Use, and our Privacy Policy will be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts or choice of law. The Company makes no representation that materials on this Site are appropriate or available for use outside of the United States. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

13.2 You and the Company agree that any dispute arising out of or related to this Agreement, the Site, your use of the Site, and/or any goods or services purchased from the Company or otherwise through or in connection with the Site will be exclusively resolved through binding arbitration pursuant to the then-current rules of ADR Services, Inc. ("ADR") before a single neutral arbitrator working under the auspices of ADR. The arbitration shall be held in Los Angeles, California. The arbitrator's award may be entered in any court of competent jurisdiction.

13.3 THERE IS NO JUDGE OR JURY IN ARBITRATION. BY USING THE SITE OR THE SERVICES OFFERED THROUGH THE SITE, AND AGREEING TO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO HAVE ANY DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY. Further, court review of any arbitration award is limited.

13.4 Notwithstanding any provision in these Terms of Use to the contrary, the prevailing party, as determined by the arbitrator, shall be entitled to recover his, her, or its reasonable attorneys' fees and costs and expenses incurred in connection with the Arbitration.

13.5 YOU AGREE THAT ANY ARBITRATION WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. IN NO EVENT MAY ANY SUCH ARBITRATION BE BROUGHT ON BEHALF OF A CLASS OR IN ANY OTHER CONSOLIDATED OR REPRESENTATIVE ACTION. Notwithstanding any provision in these terms to the contrary, if the class-action waiver in the prior sentence is deemed invalid or unenforceable, however, neither you nor the Company are entitled to arbitration. This arbitration agreement is subject to the Federal Arbitration Act.

14 General

If any provision of these Terms of Use or the Company's Privacy Policy is held to be invalid, void or unenforceable for any reason, such provision shall be struck and the remaining provisions shall remain enforceable. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The Company's failure to act with respect to a breach by you or others does not waive the Company's right to act with respect to subsequent or similar breaches. You agree that these Terms of Use and the Company's Privacy Policy and all agreements and notices incorporated herein may be automatically assigned by the Company, in its sole discretion, to a third party. You may not assign your obligations to any other person or entity.