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Access and Use

Subject to your strict compliance with these Terms, REMOTELYME hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use any Apps or Sites and Materials, including but not limited to the ENGAGE86 App, the REMOTE86 Apps or Sites, and the LEADWELL86 Apps or Sites, solely for your personal or internal business purposes, as applicable. You may not: (a) access the Apps or Sites or any Materials to build a competitive product or service; (b) modify, copy or reverse engineer the Apps or Sites or any Materials or any part thereof; (c) remove, change or replace any REMOTELYME’s Marks; (d) copy any ideas, features, functions or graphics of any REMOTELYME Property; or (e) access any part of any REMOTELYME Apps or Sites, or any server, equipment, or network used to provide any REMOTELYME Apps or Sites unless expressly authorized to do so or exceed any authorized level of access.

Ownership

All text, content, documents, names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in the Apps or Sites, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Apps or Sites (the “Materials”) are owned by REMOTELYME and its affiliates or used with permission or under license from a third party (hereinafter collectively referred to as the “Owner”) and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between REMOTELYME and you, all right, title and interest in and to the Materials will at all times remain with REMOTELYME and/or its Owners. The words “REMOTELYME” and the “REMOTELYME” logos, and other marks, logos and titles are registered and/or common law trade names, trademarks or service marks of REMOTELYME. REMOTELYME reserves all other rights. Except as expressly provided herein, nothing on the Apps or Sites shall be construed as conferring any license under REMOTELYME’s and/or any Owner’s intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, REMOTELYME may revoke any of the foregoing rights and/or your access to the Apps or Sites, or any part thereof, including the blocking of your IP Address, at any time without prior notice.

Acceptable Use Policy

You agree that your use of the App (browser extension) or Apps or Sites is subject to the following acceptable use policy (“AUP”) and that in the event that you violate the AUP in any way, REMOTELYME may suspend or terminate your access to the App or Apps or Sites, including by blocking your IP Address, at any time without prior notice. You will not use, in connection with the App or Apps or Sites or any application or product developed using any service provided by REMOTELYME or the REMOTELYME App or Apps or Sites, any content (“Prohibited Content”) that:

- is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or is pornographic or sexually explicit in nature;
- bullies, harasses or advocates stalking, bullying, or harassment of another person;
- involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing, or “spamming,”; is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous or would violate the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- promotes, copies, performs or distributes an illegal or unauthorized copy of another person’s work that is protected by copyright or trade secret law, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music, videos, or movies, or links to such pirated music, videos, or movies;
- is involved in the exploitation of persons under the age of eighteen (18) in a sexual or violent manner, or solicits personal information from anyone under thirteen (13);
- provides instructional information about illegal;
- contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; or otherwise violates these Terms or the terms and conditions of any Software Developer Kit, end user license agreement, or software license provided by REMOTELYME in connection with such App.

In case you use data provided by REMOTELYME that has originated on another data platform when available, you agree to the terms and policies laid out by the said platform. The user of REMOTELYME Apps or Sites or Apps does not obviate your responsibility to adhere to the terms and conditions of any data platform, such as LinkedIn or Sales Navigator or similar platforms. REMOTELYME cannot be held responsible or liable for any penalties, liabilities, loss of service, or restrictions levied by any data platform provider due to the use of any REMOTELYME App or Apps or Sites.

Geographic restrictions

The Apps or Sites can be accessed from countries around the world and may contain references to products and/or services that are not available in your country.

REMOTELYME reserves the right to limit the availability of the Apps or Sites and/or the provision of any product or service available through the Apps or Sites to any person, geographic area, or jurisdiction, at any time and in REMOTELYME's sole discretion. REMOTELYME makes no representations that the Apps or Sites or products and services are appropriate or available for use in all locations. Those who access or use the Apps or Sites from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Third Party Links

Portions of the Apps or Sites may contain links to webApps or Sites operated by third parties ("Third Party Apps or Sites"). Such links are provided for your convenience only, and if you access any such Third Party Apps or Sites you do so at your own risk. REMOTELYME is not responsible for the content of any such Third Party Apps or Sites, or the products and services sold on them, nor is REMOTELYME responsible or liable for any loss or damage that may arise from your use of such Third Party Apps or Sites. Links to other Third Party Apps or Sites do not imply our endorsement of any content, advertising, products, services, or other materials on or available through such Third Party Apps or Sites.

Availability of Apps or Sites or Apps

From time-to-time any Apps or Sites or portions thereof may be inaccessible or inoperable due to: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that REMOTELYME may undertake from time to time; or (c) causes beyond the reasonable control of REMOTELYME or that are reasonably foreseeable by REMOTELYME, such as interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that REMOTELYME does not guarantee access to any Apps or Sites on a continuous and uninterrupted basis, and that REMOTELYME is not responsible for any delays, delivery failures, or other damages resulting from interruptions in availability of the REMOTELYME properties.

Changes to Apps or Sites

REMOTELYME reserves the right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time, any Materials, product, or service available on any Apps or Sites, without limitation, in whole or in part, including the cessation of all activities associated with the Apps or Sites, with or without notice. You agree that REMOTELYME will not be liable to you or to any third party for any such modification, withdrawal, suspension or discontinuance.

GDPR and Personal Data Compliance

To the extent we process any Customer Data to which the provisions of the European Union's General Data Protection Regulation applies, the terms of the Personal Data

Addendum will apply. You accept the terms listed in the [Personal Data Addendum](#) and agree that we may process the Customer Data in any location of REMOTELYME, its affiliates, partners and service providers, in accordance with the terms of this Addendum.

Arbitration; Applicable Law

Please read this carefully. It affects your rights. Except for a claim by REMOTELYME of infringement or misappropriation of any of REMOTELYME's patent, copyright, trademark, or trade secret rights, any and all disputes between you and REMOTELYME arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of any Apps or Sites.

You agree that by entering into this agreement, you and REMOTELYME are each waiving the right to trial by jury or to participate in a class action. You and developer agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and Developer must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in San Francisco, California. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in San Francisco, California and shall be decided pursuant to the laws of the State of California, excluding its conflicts of law rules that would result in the laws of a State other than California.

Claims of infringement or misappropriation of REMOTELYME's patent, copyright, trademark, or trade secret shall be exclusively brought in the state and federal courts located in Chula Vista, California.

Disclaimers

Without limiting the foregoing, the Apps or Sites, the materials and all other features offered via the Apps or Sites, are provided to you “as is” and “as available” without warranty of any kind with respect to the Apps or Sites and/or materials, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement. Should applicable law not permit the foregoing exclusion of express or implied warranties, then REMOTELYME hereby grants the minimum express or implied warranty required by such applicable law. No advice or information, whether oral or written, obtained by you from REMOTELYME, its employees, agents, suppliers or any other persons shall create any warranty, representation or guarantee not expressly stated in this section. Additionally, REMOTELYME does not make any warranties that the Apps or Sites will be uninterrupted, secure or error free or that your use of the Apps or Sites will meet your expectations, or that the Apps or Sites, materials, or any portion thereof, is correct, accurate, or reliable. REMOTELYME reserves the right to change any part of the Apps or Sites at any time without notice.

Limitation of Liability

Your use of the Apps or Sites is at your own risk. Neither REMOTELYME, its affiliates, nor any of their respective officers, directors, agents or other representatives will be liable for any damages, direct, indirect, incidental, consequential, special, or punitive, including, without limitation, loss of data, income, profit or goodwill, loss of or damage to property and claims of third parties arising out of your access to or use of any Apps or Sites or arising out of any action taken in response to or as a result of any materials or other information available on the Apps or Sites, however caused, whether based on breach of contract, tort (including negligence), proprietary rights infringement, product liability or otherwise. The foregoing shall apply even if company was advised of the possibility of such damages. If you become dissatisfied in any way with the Apps or Sites, your sole and exclusive remedy is to stop your use of the Apps or Sites. You hereby waive any and all claims against company and its affiliates, agents, representatives and licensors arising out of your use of the Apps or Sites. Because some states do not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, these provisions may not apply to you. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of company and its affiliates shall not exceed one hundred dollars (\$100.) The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The Apps or Sites would not be provided without such limitations and you agree that the limitations and exclusions of liability, disclaimers and exclusive remedies specified herein will survive even if found to have failed in their essential purpose.

Miscellaneous Provisions

These terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of REMOTELYME. REMOTELYME may freely transfer or assign this agreement and any or all of its rights and obligations described herein without restriction.

These terms is in English and all disputes between the parties shall be resolved in English. You understand and acknowledge that any foreign language services provided by REMOTELYME are for informational purposes only and it is your obligation to obtain independent legal advice at your own expense to ensure you understand the terms of this agreement.

You affirm that you are more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the terms of use, and to abide by and comply with these terms.

REMOTELYME's failure to enforce any provision of these terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms shall continue in effect. A printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Changes to these terms

From time to time, REMOTELYME may revise these terms. Your use of any Apps or Sites following the posting of any revised terms of use shall be deemed acceptance of the revised policy. REMOTELYME strongly recommends checking terms of use periodically. If you disagree with the provisions of these terms at any time, your sole remedy is to terminate your use of the Apps or Sites. Continued use of the Apps or Sites constitutes your agreement to these terms as in effect.

Contact Us

All feedback, comments, requests for technical support, and other communications relating to the Apps or Sites should be directed to info@aretanium.com