

LandonLogic Inc Terms of Service

Effective as of 05 June 2025

These Terms of Service ("Terms") govern your access to and use of www.landonlogic.com (the "Website") and all related products, services, and technologies (collectively, the "Services") provided by LandonLogic Inc ("LandonLogic," "we," "us," or "our"). By accessing or using the Website or Services, you agree to these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, do not use the Website or Services.

We may revise these Terms at any time by updating this page. Material changes will take effect 30 days after publication or on your next use of the Services, whichever is earlier. Non-material changes are effective immediately upon publication. You are responsible for reviewing these Terms periodically.

1. Acceptable Use

1.1 Fair Use

Our Services are provided for legitimate business purposes and are subject to fair use as described in your agreement with us. Excessive or abusive use may result in additional fees, service limitations, or suspension.

1.2 Customer Responsibility

You are responsible for all use of the Services, including use by any person you authorize or permit to access the Services, and for securing your access credentials. You must ensure that all end users comply with these Terms.

1.3 Prohibited Activities

You and your users may not use the Services to:

- Violate any applicable law or regulation;
- Infringe upon or misappropriate intellectual property, privacy, or other rights of others;
- Transmit, distribute, or store unauthorized, obscene, defamatory, fraudulent, or illegal material;
- Send unsolicited bulk messages ("spam"), run unconfirmed messaging lists, or use purchased contact lists;
- Facilitate or participate in denial-of-service attacks, network abuse, or introduce malicious code;
- Gain unauthorized access to any system or resource ("hacking" or similar activities);
- Harass, threaten, or discriminate against any individual or group;
- Obtain services fraudulently or attempt to avoid payment;
- Engage in activities related to illegal gambling, terrorism, arms trafficking, or weapons of mass destruction;



Impersonate LandonLogic or misrepresent your affiliation with LandonLogic for any purpose.

We reserve the right to determine, in our sole discretion, whether conduct violates these Terms or our Acceptable Use standards.

2. Intellectual Property

All content, materials, trademarks, service marks, logos, and other intellectual property on the Website or provided through the Services are owned by or licensed to LandonLogic and are protected by applicable laws. We grant you a limited, non-transferable, revocable license to access and use the Website and Services for your personal or internal business purposes, subject to these Terms. No other rights are granted.

You may not modify, reproduce, distribute, create derivative works from, publicly display, or exploit any content or materials except as expressly authorized by these Terms or with our prior written consent.

3. Disclaimers and Limitation of Liability

The Website and Services are provided "as is" and "as available." To the fullest extent permitted by law, LandonLogic disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

To the extent permitted by law, LandonLogic and its suppliers will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, business, goodwill, data, or use, arising out of or related to your use or inability to use the Website or Services, even if LandonLogic has been advised of the possibility of such damages. In no event will LandonLogic's total liability exceed the greater of \$100 or the total amount paid by you for the Services in the twelve (12) months preceding the event giving rise to the claim.

Some jurisdictions do not allow exclusions or limitations of liability, so some of the above may not apply to you.

4. Indemnification

You agree to indemnify, defend, and hold harmless LandonLogic, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your use or misuse of the Website or Services, violation of these Terms, violation of applicable law, or infringement of any rights of a third party.



5. Privacy

Your use of the Website and Services is also governed by our <u>Privacy Policy</u>, which is incorporated by reference into these Terms.

6. Suspension and Termination

We may suspend or terminate your access to the Website or Services at any time, with or without notice, if you violate these Terms or for any other reason at our sole discretion. No refunds or credits will be provided for interruptions or terminations resulting from violations of these Terms.

7. Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Website or Services, you and LandonLogic agree to first attempt to resolve the dispute informally by contacting us at notices@landonlogic.com. If the dispute is not resolved within thirty (30) days, either party may elect to resolve the dispute exclusively through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in the county of Los Angeles, California, unless otherwise required by law.

Notwithstanding the foregoing, LandonLogic reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction for any actual or alleged infringement of its intellectual property or proprietary rights.

YOU AGREE THAT ANY CLAIMS MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

8. Accessibility

LandonLogic is committed to making our Website and Services accessible to all users, including individuals with disabilities. If you experience any difficulty accessing content or functionality, please contact us at notices@landonlogic.com and we will make reasonable efforts to accommodate your needs. We welcome feedback on ways to improve our accessibility.



9. Children's Privacy

Our Website and Services are not directed to, nor intended for use by, children under the age of 13. We do not knowingly collect personal information from children under 13. If you believe a child has provided us with personal information, please contact us at notices@landonlogic.com, and we will take steps to remove such information and terminate the account, if applicable.

10. Modifications to Terms

We may amend these Terms at any time. Your continued use of the Website or Services after the effective date of any changes constitutes your acceptance of the revised Terms.

11. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of California, USA, without regard to conflict of laws principles. You agree to submit to the exclusive jurisdiction of the courts located in California for the resolution of any disputes arising out of or relating to these Terms or your use of the Website or Services, except where prohibited by applicable law.

12. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or, if modification is not possible, such provision shall be severed and the remaining provisions of these Terms will remain in full force and effect.

13. Miscellaneous

LandonLogic is not liable for failure to perform any obligation due to causes beyond its reasonable control ("force majeure"). No waiver of any term will be deemed a further or continuing waiver of such term or any other term. You may not assign or transfer any rights or obligations under these Terms without our prior written consent.



Contact Us

If you have questions regarding these Terms, please contact us at:

• Email: notices@landonlogic.com

• **Telephone:** 562-512-9093

Postal Service:

 LandonLogic Inc

1 World Trade Center, 8th Floor

 Long Beach, CA 90831

USA