## Effective Date and Last updated: 25 December 2017

#### Terms and Conditions

# **User's Acknowledgement and Acceptance of Terms**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the augmentice.com website (the "Service") operated by Augmentice LLC. ("us", "we", or "our").

We refer to this Agreement, our Privacy Policy, and any other terms, rules, or guidelines on our Website collectively as our "Legal Terms." You explicitly and implicitly agree to be bound by our Legal Terms each time you access our Website.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

# No Warranties; Exclusion of Liability; Indemnification

Our Website is operated by Augmentice LLC on an "AS OF", "AS AVAILABLE" basis, without representations or warranties of any kind. To the Fullest extent permitted by law, Augmentice LLC specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non infringement for our website and any services you purchase through it. Augmentice LLC shall not have any liability or responsibility for any errors or omissions in the content of our Website, for services sold through our Website, for your action or inaction in connection with our website or for any damage to your computer or data or any other damage you may incur in connection with our Website. Your use of our Website and any services are at your own risk. In no event shall either Augmentice LLC or their agents be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of our website or services purchased through our website, the delay or inability to use our website or otherwise arising in connection with our website or related services, whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

## Indemnification

You agree to defend, indemnify and hold Augmentice LLC harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of our Website or any Services you purchase through it.

### **Links To Other Web Sites**

Our Service may contain links to third party websites or services that are not owned or controlled by Augmentice LLC.

Augmentice LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Augmentice LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

# **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Alabama without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

# Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 (thirty) days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.