

RANZEL, INC.

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use were last modified on 3/25/19

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The User’s use of the website and application and its content must comply with the terms as set forth in this Terms and Conditions. Failure to abide by or comply with these Terms and Conditions is a material breach on the part of the User. “RI” may from time to time monitor the User’s use of these services to ensure that the User is complying with the Terms and Conditions as set forth herein.

RI has the discretion to change or modify these Terms and Conditions at any time. It is the User’s responsibility to monitor the Terms and Conditions of Use page for any updates or amendments that RI may make. By continuing to use the site after changes have been posted, the User acknowledges and confirms agreement to any changes. If the User is utilizing the website/ app for an organization, you are agreeing to these Terms and Conditions on behalf of that organization and represent and warrant that you have the authority to do so.

WHAT THIS WEBSITE/ APP IS INTENDED FOR:

This website/ app is intended to be used as social media.

WHAT THIS WEBSITE/ APP IS NOT INTENDED FOR:

This website/ app is not intended for children. CHILDREN UNDER THE AGE OF 13 ARE EXPRESSLY PROHIBITED. This website has no application or practical use for anyone other than professional, civil and structural engineers and others interested in smartphone applications related to engineering. By using the Services, you represent that you’re at least 13. Also, if you’re under the age of 18, you must have your parent or guardian’s consent to this Agreement, and they may need to enter into this Agreement on your behalf (depending on where you live).

CONTENT:

Except as noted below, all content, including information, images, photos, app descriptions and other similar data, contained within this site is the express property of RI. This site may contain other content, including information, images, photos, trademarks and logos, that is either owned by, licensed from, or purchased from third-parties and allowed for use by RI on this website. The site's content may not be copied, reproduced or distributed in any form without the express written consent of RI and the relevant third-parties. RI will prosecute to the fullest extent any unauthorized dissemination of any content contained within this website. The smartphone screenshots indicated on this website may not represent the screenshots that are currently available in the most recently issued version of the relevant app. All content on this website, including screenshots, is subject to change at any time without prior notification to the User.

USE OF THE SITE:

The User agrees that you are accessing and utilizing this website only for its intended purpose. In the event the User shall use this website for any purpose other than its intended purpose the User is doing so of the User's own accord and without the knowledge or consent of RI. The User may not use this site or any of its content for any act that is unlawful or otherwise forbidden by the terms set forth herein.

PRIVACY POLICY:

RI takes privacy and security seriously. Please select the following link to view RI Privacy Policy in its entirety. **BY AGREEING TO USE THIS SITE THE USER ACKNOWLEDGES THAT THE USER HAS READ AND UNDERSTANDS THE PRIVACY POLICY TERMS AND AGREES TO BE BOUND BY THEM. IF THE USER DOES NOT AGREE TO ANY OF THE PRIVACY POLICY TERMS THE USER IS PROHIBITED FROM USING THIS SITE.**

THIRD-PARTY SERVICE PROVIDERS:

RI utilizes third-party service providers to assist in building the site, to assist in maintaining the site and to provide corresponding business services, including email and data storage. Certain third-party providers may collect, store, share, and/or utilize additional data or personal information of the User. RI makes no representations concerning the Terms and Conditions of Use or the Privacy Policies of any third-party service provider. Such third-party's use of this information will be governed by the Terms and Conditions of Use and Privacy Policies of the third-party. The Terms and Conditions

of Use and Privacy Policies of third-party service providers utilized by RI may be accessed via the links listed below:

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THE USER ACKNOWLEDGES AND AGREES THE INTERNET IS AN INHERENTLY DANGEROUS PLACE AND BY UTILIZING THIS SITE THE USER ASSUMES ALL RISK OF LIABILITY OF LOSS OR DAMAGE TO USER AND HOLDS VPI HARMLESS THEREFROM. THE USER ACKNOWLEDGES THAT ACCESS TO ANY THIRD-PARTY WEBSITES/ APP IS DONE SO AT THE USER'S OWN PERIL. THE USER ACKNOWLEDGES THAT IT IS SOLELY THE USER'S RESPONSIBILITY TO NOTIFY RI OF ANY SUSPECTED DATA BREACH OR ACTUAL LOSS OF THE USER AS SOON AS POSSIBLE.

RI DOES NOT GUARANTEE, WARRANT OR REPRESENT THAT USER'S USE OF THE WEBSITE'S/ APP CONTENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. VPI RESERVES THE RIGHT TO LIMIT OR PROHIBIT USER'S ACCESS TO THE WEBSITE/ APP FROM TIME TO TIME AS MAY BE NECESSARY FOR MAINTENANCE OR OTHER LIKE PURPOSES WITHOUT PRIOR NOTICE TO THE USER.

THE USER ACKNOWLEDGES AND CONFIRMS THAT VPI MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS, OR IMPLIED, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.

THE USER ACKNOWLEDGES THAT IN CONJUNCTION WITH THE WEBSITE/ APP THEY MAY BE TRAVELING TO AND FROM DIFFERENT LOCATIONS AND SHARING THEIR LOCATION WITH OTHER MEMBERS. USER ACKNOWLEDGES AND AGREES THAT SHARING OF LOCATIONS, OR TRAVELING TO AND FROM VARIOUS LOCATIONS MAY EXPOSE THE USER TO CERTAIN DANGER. USER ACKNOWLEDGES THIS INHERENT DANGER AND ACCEPTS THIS RISK OF USER'S OWN FREE WILL AND VOLITION.

LIMITATION OF LIABILITY;

Except as where expressly prohibited by law, the User holds RI harmless and absolves RI of any wrongdoing or fault stemming from any loss, potential loss, or legal liability the User incurs. The User indemnifies RI from liability of any damages whether actual, consequential, incidental or punitive that are levied against RI by any third-party do to or associated with the User's use of this site.

User indemnifies, holds harmless and releases RI from any and all liability in regard to bodily harm or property damage and any consequences derived therefrom, caused to User by any third party, or caused by User to any third party, as it may occur in travel related to the use of this website.

The parties expressly agree that no agency relationship is created between User and RI by User's use of this site. RI has no knowledge, control, or input in regards to User's travel in conjunction with this website/ APP.

INDEMNIFICATION:

THE USER AGREES, TO THE EXTENT POSSIBLE BY LAW, TO INDEMNIFY AND HOLD RI, ITS OFFICERS, EMPLOYEES OR SUBSIDIARIES HARMLESS WITH RESPECT TO ANY CLAIMS ARISING FROM YOUR BREACH OF THIS AGREEMENT. FURTHER, THE USER AGREES NOT TO SUE RI, ITS OFFICERS, EMPLOYEES, OR SUBSIDIARIES AS A RESULT OF RI SUSPENDING OR TERMINATING THE USER'S ACCESS TO THE SITE/ APP AS PART OF ANY INVESTIGATION INTO THE USER'S SUSPECTED BREACH OF THIS AGREEMENT OR ANY REQUEST FOR VPI TO DO SO BY LAW ENFORCEMENT OR GOVERNMENTAL AGENCIES, OR UPON VPI'S SOLE DISCRETION THAT A BREACH OF THIS AGREEMENT HAS OCCURRED.

VIOLATION AND TERMINATION OF SERVICE:

If the User has been found to have violated these express terms of service, the User agrees and acknowledges that based on the sole discretion of RI, the User's access and permission to use the site may be terminated and revoked at any time, without any prior notice to the User. In the event that RI is forced to take any legal action against the User as a result of the User's violation of these terms, the User agrees that RI will be entitled to recover any and all legal fees, costs, and expenses associated with such legal action in addition to any relief or monetary value awarded to RI.

CHOICE OF LAW PROVISION:

The User agrees that in the event any legal action or dispute arises from the User's use of the website, it shall be governed and subject to the laws of the State of Illinois. USER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE THAT MAY ARISE FROM THIS THIS AGREEMENT. User agrees any dispute that may arise shall be submitted to arbitration. Any arbitration proceedings shall be subject to the rules as set forth by the American Arbitration Association.

QUESTION OR COMMENTS:

The User may submit questions or comments to;

RANZEL, Inc
info@ranzel.com

VOIDABILITY:

Any section or provision that is found to be void or unenforceable shall be limited to that specific section and all other sections of these Terms and Conditions shall still be binding and enforceable.