

## TERMS OF USE

*Effective Date: June 16, 2017*

### 1. **YOUR ACCEPTANCE**

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- c) *Copyright Infringement Claims.* Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holder's rights. You agree that you will not use our Site to infringe anyone's intellectual property rights. We will investigate copyright infringement claims if they are reported to us to [info@6connex.com](mailto:info@6connex.com)

#### **4. PRODUCTS AND SERVICES OFFERED ON THE SITE**

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#### **5. YOUR OBLIGATIONS**

By using this Site, you represent, warrant and agree that:

- a) You are 18 years of age or older.
- b) You will not create duplicate accounts and you will not share your account with anyone. You are solely responsible for all activity that occurs under your account.
- c) Our Site may contain typographical errors or other inaccuracies.
- d) You will only submit true, complete and not misleading information to the Site. All content you submit to our Site is free of third party intellectual property claims and contains no vulgar, profane, defamatory, abusive, racist or hateful language or expressions.
- e) Our Site content may not be copied for republication, either online or on paper, without our prior express written permission. However, you can share Site content via built-in social sharing buttons.
- f) You will not submit unsolicited bulk or commercial messages ("spam") to our Site, other users or anyone else. Any unsolicited message must also not direct the recipient to any third party site or other resource.
- g) You will not access our Site in order to gain a competitive advantage.
- h) You will only use the Site for legal purposes and you will remain responsible for complying with all laws and regulations applicable to your use of the Site.
- i) We have the right to refuse access, service or disable your account on our Site at any time for any reason or no reason without notice, explanation or liability of any kind.
- j) You may not use any web spiders, bots, indexers, robots, crawlers, harvesters, or any other automatic process to access, acquire, copy or monitor any portion of the Site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any content.
- k) You will not interfere with the proper working of the Site. You will not impersonate any other person or entity, submit any false, defamatory, offensive, harassing material, or any material that violates another party's rights of privacy and publicity.

**6. REMEDIES FOR BREACH OF THESE TERMS**

- a) We may take any action that we deem necessary or appropriate if we believe that any user violates the Terms of Use, infringes any intellectual property right, privacy right or confidentiality principles, threatens anybody's personal safety or uses offensive language. We may: (i) disclose user's identity to law enforcement agencies, to any third party claiming violation of their intellectual property or privacy right, (ii) block user's IP address, notify user's Internet Service Provider, (iii) suspend or terminate any account on our Site (iv) moderate any content submitted to us, (v) take any other action provided for in these Terms of Use or available under equity or law.
- b) Since we cannot ensure that all material submitted to us is accurate and free of third party claims, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

**7. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

- a) USE OF THIS SERVICE AND ITS CONTENTS IS AT YOUR OWN RISK. THIS SITE AND ALL OF ITS CONTENT ARE PROVIDED "AS IS". YOU MUST NOT RELY ON ANY CONTENT PUBLISHED ON OR LINKED TO THIS SITE WITHOUT FIRST MAKING YOUR OWN ENQUIRIES TO VERIFY IT IS ACCURATE, CURRENT AND COMPLETE. WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS, EXPRESS OR IMPLIED, ARISING OUT OF OPERATION OF LAW, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF: MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; NON-INFRINGEMENT; SAFETY; QUALITY; FREEDOM FROM DEFECTS OR THAT DEFECTS WILL BE CORRECTED; UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE USE OF THIS SITE; OR ACCURACY, CURRENCY, RELIABILITY, COMPLETENESS OR APPROPRIATENESS RELATING TO THE CONTENT OF THIS SITE.
- b) WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. NO CLAIM, SUIT OR ACTION MAY BE BROUGHT AGAINST US AFTER SIX MONTHS FROM THE UNDERLYING CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION, OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**8. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless our company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site; (ii) your violation of any provision of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your user submissions caused damage to a third party.

**9. GOVERNING LAW & ARBITRATION**

These Terms and any action related thereto will be governed by the laws of California, without regard to its conflict of laws provisions that would result in application of any other law. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in San Francisco, CA. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

## **10. GENERAL**

- a) *Electronic Communications.* You agree that all notices or other communications regarding your account and/or your use of the Site ("Communications"), may be provided to you electronically and you agree to receive all Communications from us in electronic form. You may print a copy of any Communications and retain it for your records. All electronic Communications will be considered just as legally binding as if they were in paper form. You may revoke your consent to receive Communications electronically, but if you revoke your consent to receive Communications electronically, we reserve the right to terminate your right to use our Site.
- b) *Hyperlinks.* You may link to our Site, as long as this is done in a fair way that does not negatively affect our reputation or business and does not suggest any form of association where there is none. We reserve the right to request that you withdraw any link and you agree to cooperate with us in causing any unauthorized framing or linking to terminate immediately.
- c) *Assignment.* We may transfer, assign or subcontract the rights, interests or obligations under these Terms, at our sole discretion, without obtaining your consent.
- d) *Severability.* Should any part of these Terms of Use be rendered or declared invalid by an appropriate authority, such invalidation of such part or portion of these Terms of Use should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- e) *No Waiver.* Enforcement of these Terms of Use is solely in our discretion, and failure to enforce the Terms of Use in some instances does not constitute a waiver of our right to enforce them in other instances.
- f) *Prevailing Language.* In the event of any discrepancy between the English original version of these Terms and any foreign language translation, the English version prevails.

## **11. CONTACT US**

Please submit your inquiries to [info@6connex.com](mailto:info@6connex.com)