

RapidShot Terms of Use

Terms of Use as of 9/17/2020

These Terms of Use (“Terms”) govern your access to and use of the RapidShot products and the supporting websites, mobile applications and services (collectively, the “Services”). You agree that by visiting the Services or by registering or using the Services, you are entering a legally binding agreement with RapidShot North America, Inc. (“RapidShot”) based on the Terms and the Privacy Policy or Children’s Privacy Policy, as applicable, which is hereby incorporated by reference (collectively referred to as the “Agreement”). Your access to and use of the Services are conditioned on your acceptance of and compliance with the Agreement. By accessing or using the Services you agree to be bound by the Agreement.

1. Basic Terms

You are responsible for your use of the Services and for any consequences thereof. You may use the Services only if you can form a binding contract with RapidShot and are not a person barred from accessing the Services under the laws of the United States or other applicable jurisdiction. If you are under 18 years of age you may only use or access the Services under the direct guidance and supervision of a parent or guardian that has accepted the Agreement on your behalf. You may use the Services only in compliance with the Agreement and all applicable local, state, national, and international laws, rules and regulations.

The Services are always evolving and the form and nature of the Services may change from time to time without prior notice to you. In addition, RapidShot may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for RapidShot granting you access to and use of the Services, you agree that RapidShot, third party providers and partners may place such advertising on the Services or in connection with the display of content or information from the Services whether submitted by you or others.

2. Privacy

Any information that you provide to RapidShot is subject to our Privacy Policy or Children’s Privacy Policy, as applicable, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by RapidShot. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your RapidShot account, which you may not be able to opt-out from receiving.

3. Passwords

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and with other accounts that you may connect to your RapidShot account. RapidShot cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You agree to notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

4. RapidShot Rights

All right, title, and interest in and to the Services and any content available on the Services are and will remain the exclusive property of RapidShot and its licensors. The Services and its content are protected by copyright, trademark, and other laws of both the United States and foreign countries. RapidShot reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding RapidShot, or the Services are entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

5. Restrictions On Use Of The Services

We reserve the right at all times (but will not have an obligation) to suspend and or terminate users or reclaim usernames without liability to you.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, RapidShot's computer systems, or the technical delivery systems of RapidShot providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by RapidShot (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with RapidShot (NOTE: scraping the Services without the prior consent of RapidShot is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

6. Ending These Terms

The Terms will continue to apply until terminated by either you or RapidShot as follows.

You may end your legal agreement with RapidShot at any time for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please contact us at info@rapidshot.com.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except those Sections you would expect to survive termination.

Nothing in this section shall affect RapidShot's rights to change, limit or stop the provision of the Services without prior notice, as provided above.

7. Disclaimers, Limitations Of Liability and Indemnity

Please read this section carefully since it limits the liability of RapidShot and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “RapidShot Entities”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available “AS-IS”

Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, THE RAPIDSHOT ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The RapidShot Entities make no warranty and disclaim all responsibility and liability for: (i) any actions, comments, advice or suggestions of RapidShot users or contributors; (ii) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (iii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any content; (iv) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; (v) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis; (vi) any advice or information you receive through the Services; (vii) any injuries or harm you or a third party incurs as a result of your use of the Services; and (viii) any condition, injury or harm to you or to a third party that occurred despite your use of the Services. No advice or information, whether oral or written, obtained from the RapidShot Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party services or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such services or resources; or (ii) the content, products, or services on or available from such services or

resources. Links to such services or resources do not imply any endorsement by the RapidShot Entities of such services or resources or the content, products, or services available from such services or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such services or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RAPIDSHOT ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE RAPIDSHOT ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID RAPIDSHOT, IF ANY, IN THE PAST SIX MONTHS FOR ACCESS TO THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE RAPIDSHOT ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

D. Indemnification

To the extent not prohibited by law, you expressly agree to indemnify and hold harmless the RapidShot Entities from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees and costs, related to all third party claims, charges and investigations related to (1) your failure to comply with the Terms; and (2) any activity in which you engage on or through the Services.

8. GENERAL TERMS. Waiver and Severability

The failure of RapidShot to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

A. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Ohio

without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Geauga County, Ohio, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

B. Entire Agreement

These Terms and the applicable privacy policy are the entire and exclusive agreement between RapidShot and you regarding the Services (excluding any service for which you have a separate agreement with RapidShot that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between RapidShot and you regarding the Services.

We may revise these Terms from time to time, the most current version will always be at <https://www.rapidshot.com/pdfs/RapidShotTermsOfUse.pdf>. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 6 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us.

Effective: 9/17/2020