

Revenir Marketing
TERMS OF USE
Last Updated: 1/1/2026

1. Your Acceptance

Revenir Marketing (“RM”) provides a variety of email marketing and online marketing services (collectively, the “Services”) to its clients (“You”). These Terms of Use (“TOU”) apply to any and all Services purchased by You and govern Your use of the Services (but do not include other websites which are linked to/from the Service; those linked websites may be governed by different agreements) and access to any associated Content (as defined below) as well as outline the policies and legal procedures pertaining to Your use of the Services. By using the Services You signify (a) that You have read and understood these TOU (which include the Privacy Policy www.jamcomktg.com and (b) that these TOU have the same force and effect as a signed agreement.

If You are accepting these TOU on behalf of Your employer, You affirm that You have the authority to accept these TOU on its behalf. You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, warranties, and indemnification set forth in these TOU, and to abide by and comply with these TOU.

Acceptance of these TOU and the Services can be accomplished by using the Services, providing RM with access to Your online company profiles or Your company client data, or providing payment information to RM for the purchase of Services.

ATTENTION: PLEASE READ RM’S [PRIVACY POLICY](#) CAREFULLY BEFORE USING THE SERVICE. ACCESSING ANY PART OF THE SERVICE OR CONTENT INDICATES THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TOU AND RELATED POLICIES IN FULL. IF YOU DO NOT ACCEPT THE TOU AND RELATED POLICIES, DO NOT USE, ACCESS, OR DOWNLOAD CONTENT FROM THE SERVICE AND DISCONTINUE YOUR USE OF THE SERVICE IMMEDIATELY.

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THE TOU. These TOU are subject to change, and RM may change these TOU at any time. Please review the TOU each time You use the Service. All changes to these TOU will be published on the RM website and can be found at www.jamcomktg.com. By continuing to use the Services after any changes to the Terms have been made You agree to any updates that have been made to these TOU by RM.

The RM Parties (as defined below) reserve the right to communicate with You via reasonable communication channels, including but not limited to: text, phone, email and social messaging. As a RM customer You consent to receiving frequent communications from The RM Parties for any communication purposes, including, but not limited to, Service updates, billing information

updates, information about new or existing Services, request for information, reviews, or referrals.

These TOU include a disclaimer of warranties, a disclaimer of liability, a class action waiver, as well as a release and indemnification by You. Please review these TOU carefully.

2. Privacy Policy

RM's Privacy Policy describes the information RM collects when You and others use the Service. It also describes how RM uses any personal information You share with it. The Privacy Policy is part of these TOU. By agreeing to these TOU, You are also consenting to RM's use of Your personal information in accordance with RM's Privacy Policy.

3. Links to and from the Service

Many of the Services provided by RM require the use of third party services or materials, including, but not limited to, software, applications, and websites that are not owned or controlled by RM ("Third Party Materials"). RM reserves the right to utilize any Third Party Materials to fulfill the Services purchased by You. For Services related to email or text marketing RM may direct You to use Third Party Materials for various reasons, including, but not limited to, leaving a public review. RM is not responsible for Your experience with Third Party Materials. RM has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Materials, and You access and use such Third Party Materials solely at Your own risk. RM's reference to any Third Party Materials is for Your reference and convenience only, and does not necessarily imply any endorsement, sponsorship or recommendation of the material or services on or through any Third Party Materials or any association with their operators. In addition, RM will not and cannot control or edit the content of any Third Party Materials. The Services that You purchase from RM may require RM to create profiles or make updates to Third Party Materials on Your behalf, including, but not limited to, Google, Facebook, Yahoo, Bing and other directories. RM is not responsible for any errors or inaccuracies in Your profile on any Third Party Materials. BY USING THE SERVICE, YOU EXPRESSLY RELEASE RM, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, AND SUPPLIERS (COLLECTIVELY "THE RM PARTIES") FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD PARTY MATERIALS, RM'S USE OF THIRD PARTY MATERIALS ON YOUR BEHALF, AND FROM ANY LOSS OR DAMAGE OF ANY SORT YOU MAY INCUR FROM DEALING WITH ANY THIRD PARTY. Accordingly, RM encourages You to be aware when You leave the Service and to read the terms and conditions of use for each other website or online service that You visit.

4. Restrictions on Your Use of the Service

In Your use of the Service, You will not:

- use the Service for any purpose other than for using the features RM intentionally makes available to You;
- upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or other form of solicitation;
- post, transmit or submit any information that RM, in its sole discretion, determines is confidential (including social security or alternate national identity numbers, sensitive personal information, non-public phone numbers or non-public email addresses), false, misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, offensive, inflammatory, scandalous, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law;
- upload, download, post, email or otherwise transmit any material that may infringe copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any party;
- copy, download or distribute any part of the Service in any form or medium without the prior written authorization of RM;
- alter, modify or make derivative works from any part of the Service without the prior written authorization of RM;
- provide false personal information of anyone other than Yourself without permission;
- use web crawlers, web robots, web scutters, ants, automatic indexers, bots, worms, and other such devices in connection with the Service; provided, however, that general purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Service are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent;
- use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service;
- obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Service;
- impersonate or misrepresent any person or entity or Your affiliation with someone else;
- remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Service; or
- post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Service.

5. Intellectual Property

Except for such Content or Marks provided by You or Third Party Materials, everything You see, hear, or otherwise experience on the Service, including but not limited to the graphics, videos, audio recordings, text, software, photographs, scripts, software screens, design elements, artwork, templates, layout designs, interactive features and the like, the concepts and ideas underlying the Service, and all statistical, analytical, and other data captured by or through the Service (collectively, the “Content”) and the trademarks, service marks and logos contained therein (the “Marks”), are owned by or licensed to RM, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. RM owns the copyright in the selection, coordination, arrangement and enhancement of the Content. Any unauthorized use of any materials on the Service or use of the Marks may violate copyright, trademark, and other laws. Revenir Marketing is a trademark of RM.

For Your inter-company use, You may view, copy, and print pages from the Service. Otherwise, the Service may not be copied, downloaded, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. RM reserves all rights not expressly granted in and to the Service, the Content, and the Marks. You agree not to use, copy, download, or distribute any of the Content other than as expressly permitted herein. You may not incorporate the Content into, or stream or transmit the Content via any hardware or software application or make it available via frames or in-line links unless expressly permitted by RM in writing. You may not create, recreate, advertise or distribute an index of a significant portion of the Content unless authorized in writing by us. You may not build a business using the Content, whether or not for profit. If You copy or print pages of the Content for inter-company use, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein, nor may You scrape or use any extraction methods to obtain any Content or data from the Service.

You shall not, and shall not permit others to, license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted to You under these TOU, the Service, or any content or materials accessible through the Service, in whole or part.

6. Advertisement Release

RM takes no responsibility for advertisements or any third-party material posted on or transmitted through the Service, nor does it take any responsibility for the products or services provided by other service providers with Content on the Service (“Advertisers”). Any dealings

You have with Advertisers found while using the Service are between You and the Advertiser, and You agree that RM is not liable for any loss or claim that You may have against an Advertiser. YOU AGREE THAT YOU BEAR ALL RISK AND YOU AGREE TO RELEASE THE RM PARTIES FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, NOW AND IN THE FUTURE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE AND YOUR TRANSACTIONS WITH ADVERTISERS OR OTHER THIRD PARTIES. YOU FURTHER WAIVE ANY AND ALL RIGHTS AND BENEFITS OTHERWISE CONFERRED BY ANY STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION THAT WOULD PURPORT TO LIMIT THE SCOPE OF A RELEASE OR WAIVER. YOU WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS WHICH YOU HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA OR ANY SIMILAR PROVISION OF THE STATUTORY OR NON-STATUTORY LAW OF ANY OTHER JURISDICTION (INCLUDING WITHOUT LIMITATION THE STATES OF MISSOURI, DELAWARE AND PENNSYLVANIA) TO THE FULL EXTENT THAT YOU MAY LAWFULLY WAIVE ALL SUCH RIGHTS AND BENEFITS.

7. User Submissions

You may submit, transmit, upload, or post feedback, notes, messages, ideas, concepts, know-how, techniques, or other communications to the Service or provide to RM to use in connection with its provision of the Services (“User Submissions”). By submitting any such materials to the Service and/or RM, You represent and warrant that You will not submit or post material that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to submit or post the material and to grant RM all of the license rights granted herein. In addition, You agree to pay for all royalties, fees, and other payments owed to any party by reason of Your posting or submitting User Submissions. RM EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USER SUBMISSIONS.

You further represent and warrant that You have the permission of any individuals depicted in photographs, videos or recordings that You submit to the Service to use their likeness and/or voice, as well as all other legal rights necessary to grant the license below to RM.

If You submit any User Submissions to RM, You hereby grant a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sublicenseable right and license to RM and its affiliates to use, reproduce, distribute, display, transmit, publish, modify, edit and/or create derivative works from the User Submissions in any format, including without limitation coding or watermarking such User Submissions, on the Service and in related promotional materials provided in any medium, forum or format, for any purpose of RM or its affiliates in their sole discretion.

You also agree that immediately upon the creation by or on behalf of RM of any derivative works from, modifications, edits or other changes to the User Submissions (the “Modified Content”), the Modified Content will become the sole and exclusive property of RM and that RM will own the entire right, title and interest in and to the Modified Content, including the right to secure copyright registration for the Modified Content and to otherwise use the Modified

Content for any purpose as determined by RM in its sole discretion. You hereby grant, assign, transfer and convey any and all right, title or interest You have or may be deemed to have in and to the Modified Content to RM.

RM welcomes Your comments and suggestions. However, except for any personal information RM may collect from You pursuant to RM'S Privacy Policy, User Submissions will be considered non-confidential and non-proprietary. You understand that whether or not such User Submissions are published or posted, RM (A) does not guarantee any confidentiality with respect to any User Submissions (except as described in RM's Privacy Policy), (B) does not pay any compensation for User Submissions, and (C) is under no obligation to respond to or post any User Submissions.

YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST THE RM PARTIES WITH RESPECT TO USER SUBMISSIONS, AND AGREE TO INDEMNIFY AND HOLD THE RM PARTIES HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR USE OF THE SERVICE.

8. Pricing and Payment

- A. Transactions.** If You wish to use services made available by or through the Service (each such activity, a "Transaction"), You may be asked to supply certain information applicable to Your Transaction, including, without limitation, credit card and other information. Any information that You provide to RM will be handled in the manner described in RM's Privacy Policy. You agree that all information that You provide in connection with Your Transaction will be accurate, current and complete. You agree to pay all charges incurred by You or any users of Your account and credit card at the price(s) set forth on the Service at the time of Your Transaction, however, such prices do not include and You must pay any excise, sales, use, or like taxes associated with the Transaction. Prices advertised on the Service are subject to increase in the amount of any such tax that RM may be required to collect or pay in connection with the Transaction. You are responsible for (and will indemnify The RM Parties against) all taxes associated with Transactions entered into by You or users of Your account through the Service (excepting taxes based on RM's income).

You agree that You will not attempt to conceal Your identity by using multiple Internet Protocol addresses or email addresses to use or to enter Transactions on the Service. You grant RM the right to provide any information You submit to third parties for purposes of facilitating the completion of Transactions initiated by You or on Your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

- B. Pricing.** Pricing for Transactions shall be as separately provided to You by RM, which pricing may be changed by RM from time to time. RM may choose to temporarily change pricing for promotional events or new products or services, and such changes shall be immediately effective when RM posts the temporary pricing change to the Service. All prices on the Service are stated in U.S. Dollars, and payment must be made in U.S. Dollars.
- C. Payment Processing.** When You conduct a Transaction, processing of the Transaction and collection of payments may be handled by Stripe or QBO Transactions will be processed only after billing information has been verified. If RM receives incorrect billing or credit card account information, the processing of Your Transaction may be delayed.
- D. Recurring Payments.** You will be billed on a recurring basis to the credit card RM has on file in Your account, on the schedule that You elected (monthly, quarterly, or annually) when You initially purchased the Services.
- E. Payment Methods.** RM accepts payment via American Express, Visa, MasterCard, and Discover. All credit card transactions are processed through Stripe. Stripe will collect the Transaction amount and a credit card processing fee from You, and thereafter will deduct the credit card processing fee and remit payment of the Transaction amount to RM in accordance with such party's merchant card processing terms in effect from time to time.
- F. Refunds.** Before entering a Transaction on the Service, carefully review the Service and all policies and terms. Unless otherwise agreed to in writing by RM, RM will not issue refunds. In the event that the provisions of this Section conflict with any mandatory refund policies imposed by Stripe or QBO, as may be applicable to a particular Transaction, the terms of such mandatory refund policy shall prevail. Additionally, certain legislation and consumer protection laws and regulations may confer You with rights, warranties, guarantees and remedies relating to Your Transaction that cannot be excluded, restricted, or modified.
- G. Chargebacks.** You agree that You will not attempt to circumvent any refund prohibitions with regard to Transactions on the Service. You will not dispute or otherwise seek a "chargeback" from the company whose credit card You used on the Service. Should You do so, Your subscription to the Service may be cancelled, and RM may, in its sole discretion, refuse to honor pending and future Transactions made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist, and any person who accesses any associated online account or credit card or who otherwise breaches this provision, from using the Service.

H. Other Agreements. You may, from time to time, enter into additional written agreements with RM in connection with other products, services, or events made available by or through RM. In the event that any terms or provisions of such a written agreement conflict with the provisions of these TOU, the terms and provisions of the written agreement shall prevail.

9a. Term; Termination

In the event You elected to be billed annually, Your Services will automatically renew at the end of the initial annual term on a month-to-month basis. All other Services elected to be billed on a monthly or quarterly basis will automatically renew at the end of the then-applicable initial term on a basis equal to the scheduled basis initially elected (i.e., if You chose to be billed quarterly for Services, Your Services will automatically renew on a quarterly basis).

You may terminate any or a portion of the Services at the conclusion of your contracted term, provided You submit a termination notice to RM in writing (email accepted) to Your designated account manager at least thirty (30) days prior to the desired termination date.

RM reserves the right to terminate any Services, or its provision of Service to You, in its sole discretion. RM is not required to provide You with notice prior to termination.

Upon termination or cancellation of the TOU or the Service, You shall immediately discontinue all access to and use of the Service, and destroy or delete all copies of Content or other materials accessed or obtained by You via the Service. Upon the effective date of termination, RM shall have no ongoing obligation to provide You with any further information related to Your accounts, including, but not limited to, feedback or email responses received by RM on Your behalf or changes to online profiles previously managed by RM. Furthermore, RM shall not longer be responsible for making any adjustments to Your online pages or managing those pages. RM SHALL NOT BE LIABLE FOR ANY DAMAGES, OR LOSS OF REPORTS OR DATA, AS A RESULT OF THE TERMINATION OR CANCELLATION OF THESE TOU OR THE SERVICE.

9b. Collection Fee, Attorney Fees & Interest

Past due balances are subject to an 18% annual interest rate. Court costs and reasonable attorneys' fees with or without suit, will also be assessed in the instance where they are necessary to collect on past due balances. On all collections pursuits a collection fee of up to 40% of the principal balance will be assessed if your account is assigned to a collection agency. If your account is assigned to a third-party collection agency you understand and hereby accept that any and all information related to your account may be released by RM to the agency to assist in their efforts to collect an overdue balance.

10. Warranties

You warrant and represent to RM as set out below:

- A. The information provided to RM in any registration screen, profile, email, telephone call or through other means including all personal details, contact details and all other data provided to RM, is true in all respects, up-to-date and not misleading.
- B. You will keep the information referred to in paragraph (a) up to date.
- C. You will not access the Service under false identity or pretext and will not use it to falsify Your or any other person's identity.
- D. You will use the Service lawfully and in good faith.

11. Disclaimers

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. RM HAS ATTEMPTED TO MAKE THE SERVICE AND THE CONTENT AS TIMELY AND ACCURATE AS POSSIBLE, BUT BECAUSE ERRORS MAY OCCUR, THE SERVICE AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS. THE RM PARTIES GIVE NO WARRANTY AND MAKE NO REPRESENTATION IN RELATION TO THE SERVICE OR THE CONTENT. THE RM PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW AND YOU WAIVE ANY REPRESENTATION OR WARRANTY EXPRESS, IMPLIED, STATUTORY, THAT MAY BE IMPLIED BY THESE TOU, BY CUSTOM, OR BY LAW OR OTHERWISE AND WHICH IS NOT EXPRESSLY SET OUT HEREIN, INCLUDING ANY IMPLIED WARRANTIES OF AVAILABILITY OF THE SERVICE, NON-DISRUPTION, SECURITY, ACCURACY, THE USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT OR FUNCTIONALITY AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE ON THE PART OF THE RM PARTIES RELATING TO THE SERVICE, THE CONTENT, USER SUBMISSIONS, ANY SOFTWARE LICENSED OR PROVIDED TO YOU BY THE RM PARTIES, AND ANY AGREEMENT WITH A THIRD-PARTY.

WITHOUT LIMITING THE FOREGOING, THE RM PARTIES DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE SERVICE OR ON ANY WEBSITES OR APPS LINKED TO THE SERVICE IS ACCURATE, COMPLETE OR CURRENT; THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR; THAT THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICE, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE OR AGREEMENTS YOU ENTER WITH THIRD PARTIES SUCH AS ADVERTISERS WILL MEET YOUR EXPECTATIONS; THAT THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY RM; THAT SERVICE ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS PCI COMPLIANT. THE RM PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (C) UNAUTHORIZED ACCESS TO OR USE OF

RM'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, CONTENT, AND/OR INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (D) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY, AND/OR (E) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

12. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RM PARTIES FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY'S FEES ARISING TO ANY OF THE RM PARTIES AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST THE RM PARTIES IN CONNECTION WITH

(1) YOUR USE OF, ACCESS TO, OR MISUSE OF THE SERVICE; (2) YOUR BREACH OF ANY OF THESE TOU; (3) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY THIRD PARTY MATERIALS, COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; (4) ANY CLAIM THAT ANY OF YOUR USER SUBMISSIONS CAUSED DAMAGE TO AN INDEMNIFIED PARTY OR A THIRD PARTY; (5) ANY TRANSACTION YOU CONDUCT AS A RESULT OF THE CONTACT FACILITATED BY THE SERVICE; OR (6) ANY ACTIVITY USING YOUR (OR YOUR COMPANY'S) EMAIL ADDRESS(ES) BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICE USING YOUR EMAIL (OR YOUR COMPANY'S) ADDRESS(ES).

IF THE RM PARTIES TAKE ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THESE TOU, THE RM PARTIES WILL BE ENTITLED TO RECOVER FROM YOU, AND YOU AGREE TO PAY, ALL REASONABLE ATTORNEYS' FEES AND COSTS OF SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF GRANTED TO LL.

13. Limitations on Liability

IN NO EVENT SHALL THE RM PARTIES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM THE SERVICE OR THIRD-PARTY PRODUCTS OR SERVICES, UNDER THESE TOU OR IN CONNECTION WITH THEIR PERFORMANCE OR BREACH, OR IN CONNECTION WITH ANY WARRANTIES HEREUNDER, OR IN CONNECTION WITH THE SERVICE, INCLUDING FOR THEIR NEGLIGENCE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING ANY LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS, DATA, OPPORTUNITY, REPUTATION, GOODWILL OR BUSINESS, EVEN IF THE RM PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

THE RM PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM: (A) ANY SUSPENSION OR DISRUPTION OF THE SERVICE, INCLUDING WHERE SUCH SUSPENSION OR DISRUPTION RESULTS FROM RM'S NEGLIGENCE, (B) ANY ERRORS, MISTAKES, OR

INACCURACIES OF CONTENT, (C) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (D) UNAUTHORIZED ACCESS TO OR USE OF THE RM PARTIES' SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN, (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (F) INADEQUATE OR FAULTY HARDWARE OPERATING THE SERVICE; (G) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY, (H) USER CONTENT, THIRD-PARTY WEBSITES OR APPS; (I) ERRORS OR OMISSIONS IN ANY CONTENT; OR (J) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT WHEREIN SUCH CONTENT OR ADVERTISEMENT IS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE RM PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

THE RM PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU OR ANY OTHER PERSON MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM YOUR BREACH OF YOUR WARRANTIES OR OTHER OBLIGATIONS UNDER THESE TOU INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO AVOID SHARING YOUR EMAIL ACCOUNT INFORMATION WITH ANY OTHER PERSON.

THE RM PARTIES' MAXIMUM AGGREGATE LIABILITY FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THESE TOU OR IN RELATION TO THE SERVICE, EITHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION OR NEGLIGENCE WILL BE LIMITED TO \$50 USD.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Any claims relating to use of the Service must be brought within one (1) year from the date the cause of action arose. Claims brought after such period are VOID. The Service is controlled and offered by RM from its facilities in the United States of America. Those who access or use the Service do so at their own volition and are responsible for compliance with local and all other applicable laws, restrictions, and regulations.

14. Equitable Relief

If You violate these TOU, RM may seek injunctive relief or other equitable relief.

15. Subpoena Fees

If RM has to provide information in response to a subpoena related to Your use of the Service, then RM may charge You for RM's costs. These costs may include attorney and employee time spent retrieving records, preparing documents, and participating in a deposition.

16. Assignment

These TOU, and any rights and licenses granted hereunder, may be transferred or assigned by You only with RM's prior written consent, but may be assigned by RM without restriction and without notice to You.

17. Class Action Waiver

ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE SERVICE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

18. General

These TOU, together with any orders executed by the parties with respect to the Service (each, an "Order"), constitute the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. In the event of any conflict between these TOU and any Order, the provisions of this TOU will prevail, except where the Order (i) expressly provides that the conflicting terms of the Order should prevail over the TOU, and (ii) is executed by both parties. If any provision of these TOU is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these TOU, so that these TOU shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter these TOU by a representation other than those expressly set out in these TOU. RM and You do not intend to confer, and these TOU will not be construed as conferring, any right, remedy, obligation or liability of any kind on any person other than RM, You, and each party's successors and assigns. No modification, alteration or waiver of any of the provisions of these TOU will be effective unless in writing and signed on behalf of each of the parties. No waiver of any of these TOU shall be deemed a further or continuing waiver of such term or any other term, and RM's failure to assert any right or provision under these TOU

shall not constitute a waiver of such right or provision. You agree that the Service shall be deemed solely based in Utah, United States of America and the Service shall be deemed a passive Service that does not give rise to personal jurisdiction over RM in jurisdictions other than Utah. These TOU are governed by United States and Utah law, without regard to conflict of law provisions, and the parties submit to the exclusive jurisdiction of the courts of Utah County, Utah, in relation to any dispute between them arising out of the subject matter of these TOU.