

Terms Of Use & Service

IMPORTANT! THESE TERMS OF SERVICE (TOS) GOVERN YOUR USE OF THIS SITE, WHICH IS PROVIDED BY OUR COMPANY. BY ACCESSING THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE ARE SUBJECT TO CHANGE BY OUR COMPANY AT ANY TIME IN ITS DISCRETION. YOUR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS OF USE PRIOR TO EVERY USE FOR ANY CHANGES.

Access To This Site

YOU MUST BE EIGHTEEN (18) YEARS OR OLDER TO ACCESS THIS WEB SITE. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, YOU ARE NOT PERMITTED TO ACCESS THIS WEB SITE FOR ANY REASON. DUE TO THE AGE RESTRICTIONS FOR USE OF THIS WEB SITE, NO INFORMATION OBTAINED BY THIS WEB SITE, FALLS WITHIN THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA) AND IS NOT MONITORED AS DOING SO.

To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If our Company believes the information you provide is not correct, current, or complete, we have the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time, without notice.

Your failure to cancel your Account, or cease to use the Seller's ecommerce solutions or subscriptions affected by the amendment will constitute your tacit acceptance of the amended terms. If you don't agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your Account or to cease to use the Seller's ecommerce solutions. The Seller shall not have any obligation to refund any fees that may have accrued to your Account before cancellation of your Account or cessation of use of any Subscription, nor shall the Seller have any obligation to prorate any fees in such circumstances.

The information given on the said Website may be modified by the Seller without prior notification.

The simple act of placing an order on the Website implies acceptance, without reserve, of the present Terms and Conditions of Sale.

Scope of this agreement

The deployment and management (“Services”) of wireless devices (“Products”), is governed solely by this Agreement and other documents which may be executed by the Parties in this regard.

Your Account may also include billing information you provide to the Seller for the purchase of Subscriptions, for pre-orders or for faster future purchases. You are solely responsible for all activity on your Account and for the security of your computer system. You may not reveal, share or otherwise allow others to use your password or Account. You agree that you are personally responsible for the use of your password and Account and for all of the communication and activity on the Store that results from use of your login name and password. You may not sell or charge others for the right to use your Account, or otherwise transfer your Account, nor may you sell, charge others for the right to use, or transfer any Subscriptions other than if and as expressly permitted by these Terms of Sale.

Please inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorized manner.

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. If you cancel your Account, the Seller reserves the right to collect fees, surcharges or costs incurred before cancellation. Any delinquent or unpaid Accounts must be settled before the Seller can allow you to register again.

You also understand and acknowledge that Accounts are user rights binding you to such an Account, and that the Seller does not recognize any transfer of Accounts (including transfers by operation of law) from one subscriber to any third party. Each customer shall be the sole holder of his own Account.

Your purchase is subject to product requirements which you must read before purchasing a product. The act of making a purchase constitutes your tacit understanding and compliance with these requirements. The Seller shall not be held responsible for any loss, incompatible or erroneous purchases. We encourage you to contact our customer services, in such an event, so we may resolve your problem to the best of our ability.

You agree that you will be personally responsible for the use of your Account and for all activity on the Store that results from use of your Account. Your online conduct is expected to be in good faith, non-abusive and seeking any other personal interest other than the services provided. You will otherwise be held in contempt and, at the discretion of the Seller, ensuing legal procedure may incur.

You may cancel your Account at any time. You may cease use of an Account at any time or, if you choose, you may request that we terminate your access to an Account. However, Accounts and product delivery are not transferable and product purchase transactions entitle you to a single right to the delivery of a product. Your cancellation of an Account will not entitle you to any refund for any products or fees. The Seller holds the right to collect fees, surcharges or costs incurred prior to the cancellation of your Account. In addition, you are responsible for any charges incurred to third-party vendors or content providers before your cancellation.

The Seller may cancel your Account at any time, in the event that (a) the Seller closes down the Store, or (b) you breach any terms of this Agreement (including any Subscription Terms or Rules of Use). In the event that your Account is terminated or canceled by the Seller for a violation of these Terms of Sale or improper or illegal activity, no refund, including of any Subscription fees or of any unused funds in your Account, will be granted.

By creating an Account, you also accept the Terms and Conditions of the Members Rewards Program which may be available on the Website.

Stock Availability, Sales Fulfillment, and Trial fulfillment

Products are for sale within the limit of available stock. The Pulsar Star devices will always be property of Kauai Online Marketing and are provided to the customer so it can use the Pulsar Star Solution. After cancellation of the service, the seller reserves the right to claim the devices provided to the client. In the case of the device for the trial service, if the client decides to cancel during the trial period, then the client is entitled to notify it within the first 14 days of the trial, and have 10 days to return the Pulsar Star device back to our offices. The client will get in touch with Pulsar Star to receive instructions to return the devices. Offers for Products that are out of stock shall be valid on the condition that they can be obtained from the Seller's suppliers. The Seller shall grant a limited license of access and use of the Website. The processing and delivery of orders shall always be honored upon availability of stock.

Application / Orders

Your Order is a binding offer to the Seller to purchase the said Services and Products. Upon the placement of an order an ensuing and immediate confirmation message will be displayed followed by a confirmation email to you. Such automatic confirmation does not constitute an acceptance by the Seller of your order, but a notice of acknowledgement. The Seller's acceptance of your order shall occur and a contract shall form only once the Seller approves the order. We only accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product

to you and send e-mail confirmation to you that we've dispatched the product to you (the "Fulfillment Confirmation E-mail").

If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Fulfillment Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between us for the product(s) specified in that Fulfillment Confirmation E-mail. Your contract is with the Seller.

The orders shall be placed exclusively via the Internet.

Automatic order confirmation errors may occur. Please check the automatic order confirmation for errors and inform us immediately of any discrepancies. You guarantee all data provided during registration is true, accurate, up-to-date and complete. Orders will only be accepted from Customers 13 years of age and older.

The Seller holds the right to cancel or refuse any order from a Customer with whom a previous order's payment litigation is being resolved.

You consent to receive sales invoices electronically. For each delivery, in our Fulfillment Confirmation E-mail you will receive a link to your electronic invoice on the Website. If you do not have an account and have not printed your invoice upon receiving your Fulfillment Confirmation Email, or for further information about electronic invoices and instructions on how to receive a paper copy please contact our customer support.

Delivery of Physical goods

Once the payment pursuant to an Order is duly completed, your order shall be delivered to the address indicated during the ordering procedure and begin providing Services. The delivery delay indicated on the Website is strictly indicative and may vary with the progression of the order. The Seller cannot be held responsible for delayed delivery or the loss of a package by postal services or couriers and ensuing consequences. It is your responsibility to verify the good condition of their package(s) and its content upon receiving the package. In the event the package(s) or content are not in conformity with the order, you shall put in writing a full description of the content and nonconformities, on the delivery slip, and shall issue a letter, with an acknowledgement of receipt and similar in content, within 3 days of reception.

Payment

At the time of purchase, you will have the possibility to pay with all displayed payment methods. Any other methods will not be endorsed.

The Seller uses SSL (Secure Socket Layer) encryption technology for your transactions. Your banking information is not stored by the Seller. Stored

banking information is stored by the Payment Service Provider, only if you have selected the option of saving a credit/debit card to your name, for a future use during check out or for a pre-order. Therefore, the Seller does not have access to private banking details and credit history at any point. To prevent abuses and fraud, the Seller only stores your address and the transaction time and date. This data remains strictly confidential.

Any attempted fraud or deception, regardless of scope, will immediately lead to further action, as part of which all related transaction data might be forwarded to the authorities.

When you provide payment information to the Seller or to one of its payment service providers, you establish that you are the authorized user of the card, PIN, key or account associated with that payment, and you authorize the Seller to charge your credit card or to process your payment with the chosen third-party payment service provider for any purchases or fees chargeable to your account. The Seller may require you to provide your address or other information in order to meet the Seller's obligations under applicable tax law. For subscriptions purchased, based on an agreed usage period, where recurring payments are made in exchange for continued use ("Recurring Payment Subscriptions"), by continuing to use the Recurring Payment Subscription, you agree and reaffirm that the Seller is authorized to charge your credit card, or to process your payment with any other applicable third-party payment processor (such as Paypal), for any applicable recurring payment amounts. If you have purchased any Recurring Payment Subscriptions, you agree to notify the Seller promptly of any changes to your credit card account number, its expiration date and/or your billing address, or your PayPal or other payment account number, and you agree to notify the Seller promptly if your credit card or PayPal or other payment account expires or is canceled for any reason.

The term of the Service Agreement will be non-cancellable for one month. Following the initial month term, the Services are automatically renewed for one month terms. The Agreement can be terminated with one (1) month's written notice AND the return of the Products/devices in proper working order. The Lease Term of the Pulsar Star devices will continue on a month to month basis thereafter until the Customer gives the Seller 30 days written cancellation notice and the return of the Products. After the third month of service, the client can cancel the service and retain the Pulsar Star Devices. The devices should not be altered or modified from the seller configuration at any time. The Customer shall pay for an Order by credit card. The Customer will submit the credit card payment details at the time the Order is placed. The Customer's credit card will be immediately charged for the first and last month's use of Products and each month thereafter during the Term.

If your use of the Store and purchases are subject to any type of use or sales tax, then the Seller may also charge you for those taxes, in addition to the Subscription or other fees published in the Rules of Use.

You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on Product content, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, we may terminate your access to your Account.

Customs

You agree to comply with all applicable import/export laws and regulations. You agree not to export the Product or allow use of your Account by individuals of situated in a country subject to an embargo or prohibition of any form from the US government, the European Union or NATO. You represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country.

When ordering products from the Seller for delivery outside of the USA you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

Restrictions On Use

You may use the Pulsar Star solution within the limits of the applicable law of the territory where is being used. That will include all the national, state and local laws, regulations and limitations of the country where is being used. The seller will not be responsible in any way for the misuse that the client makes of the Pulsar Star technology.

By using the Pulsar Star App and any of our services, you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms; the information does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; the information is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); the

Content is not offensive or pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; Without limiting any of those representations or warranties, Pulsar Star has the right (though not the obligation) to, in Pulsar Star's sole discretion (a) refuse or remove any Content that, in Pulsar Star's reasonable opinion, violates any guideVue policy or is in any way harmful or objectionable, or (b) terminate or deny access to and use of the Website, app and/or service to any individual or entity for any reason, in Pulsar Star's sole discretion. Pulsar Star will have no obligation to provide a refund of any amounts previously paid.

You may use this site and for purposes expressly permitted by this site. You may not use this site for any other purpose, including any commercial purpose, without our Company's express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, or (ii) frame this site, or (iii) hyper-link to this site, without the express prior written permission of an authorized representative of our Company. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with our Company in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

Proprietary Information

The material and content (hereinafter referred to as the "Content") accessible from this site, and any other World Wide Web site owned, operated, licensed, or controlled by our Company is the proprietary information of our Company or the party that provided the Content to our Company, and our Company or the party that provided the Content to our Company retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of our Company, or unless authorized in writing elsewhere on our site, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms of Use violates our Company's

intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this site.

Ownership Rights

Should you not honor the payment obligations for any reason whatsoever, the Seller shall be entitled to demand that the delivered merchandise be returned immediately, at your own cost, risk and peril.

The Seller makes no representations or warranties, either expressed or implied, regarding any third party site. In particular, the Seller makes no representation or warranty that any service or subscription offered via third-party vendors will not change or be suspended or terminated.

Warranty Disclaimer

SUBJECT TO APPLICABLE LAW, PULSAR STAR AND THE SELLER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. FURTHER, PULSAR STAR AND THE SELLER DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE PRODUCTS WILL MEET CUSTOMER'S OR ANY THIRD PARTY'S EXPECTATIONS.

License and user rights

Under these Terms the limited and non-exclusive right to use the Pulsar Star App, devices and services and/or Products delivered to you by the Seller on a phone, computer or laptop is granted to you. Under the terms of this contract, you are not permitted to copy, modify, or decompile any software in a Product, to extract its source code, create any item derived from it or remove any indication of the name or manufacturer of the software from it. You are exclusively permitted to use the Product for their own personal use and may not pass it on, sell, transfer or lend it to a third party.

The Store may require the automatic download and installation of software onto your computer. The Seller hereby grants, and you accept, a limited, terminable, non-exclusive license and right to use the software for your personal, non-commercial use (except where commercial use is expressly allowed herein or in the applicable Terms of Sale) in accordance with these Terms of Sale. The software is licensed, not sold. Your license confers no title or ownership in the software.

You may not use the Internet source code or any the Seller software for any purpose other than the permitted access to the Store and to make personal, non-commercial use of your Account, except as otherwise permitted by this

Terms of Sale. Except as otherwise permitted under these Terms of Sales, or under applicable law notwithstanding these restrictions, you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the Store or the Seller software without the prior consent, in writing, of the Seller.

You are entitled to use the Store for your own personal use, but you are not entitled to: (i) sell, grant a security interest to other parties in any way, nor to rent, lease or license your Account rights to others without the prior written consent of the Seller, except to the extent expressly permitted elsewhere in these Terms of Sale; (ii) exploit the Seller Software, the Store for any commercial purpose, except as expressly permitted elsewhere in these Terms of Sale.

The Seller or its content providers grant you a limited, non-exclusive, non-transferable, non-sub licensable license to access and make personal and non-commercial use of the Seller services.

Return procedure

If the Products supplied by Pulsar Star do not function to according to its specifications and any documentation provided thereto, then the Customer may contact Pulsar Star via the contact information provided herein within 14 (fourteen) days of delivery of the concerned Product, failing which, the Products delivered shall be deemed accepted by the Customer. If the Customer returns the Products to Pulsar Star, and the Products are deemed not to function by Pulsar Star, Pulsar Star may arrange for replacement of the Products within a commercially reasonable time period.

Intellectual Property

The entire content of the Website (texts, illustrations and computer code) is the property of the Seller, the Merchant or their co-contractors.

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Seller's Service are trademarks or trade dress of the Seller. The Seller's trademarks and trade dress may not be used in connection with any product or service that is not provided by the Seller, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits the Seller. All other trademarks not owned by the Seller that appear in any Seller's Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Seller.

All intellectual property rights in and to the Products and Services, including all patent rights, copyrights, trademarks, trade secrets or other proprietary rights therein shall be and remain the sole property of the Merchant.

Licensee will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Pulsar Star Solution Technology (collectively, "Reverse Engineering") or permit or induce the foregoing. If however, directly applicable law prohibits enforcement of the foregoing, Licensee may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the Pulsar Star Solution Technology, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) Licensee has first requested such information from Pulsar Star Solution and Pulsar Star Solution failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by Licensee under this section is confidential information of Pulsar Star Solution subject to the obligations of written consent, may only be used by Licensee for the purpose described in this section, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Pulsar Star Solution Technology.

Hyper-Links

This site may be hyper-linked to other sites which are not maintained by, or related to, our Company. Hyper-links to such sites are provided as a service to users and are not sponsored by or affiliated with this site or our Company. Our Company has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyper-links are to be accessed at the user's own risk, and our Company makes no representations or warranties about the content, completeness or accuracy of these hyper-links or the sites hyper-linked to this site. Further, the inclusion of any hyper-link to a third-party site does not necessarily imply endorsement by our Company of that site.

Submissions

You hereby grant to our Company the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and

display all content, remarks, suggestions, ideas, graphics, or other information communicated to our Company through this site (together, hereinafter known as the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. Our Company will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company operations.

Our Company will treat any personal information that you submit through this site in accordance with its Privacy Policy as set forth on this site.

Assignment

The Customer shall not assign or transfer any of the rights or responsibilities set forth herein without the prior written consent of Pulsar Star, and any purported attempt to do so shall be deemed void.

Notices

In any case where a notice or another form of communication with Pulsar Star is to be given or made pursuant to any provision of this Agreement, such notice or communication shall be issued to Kauai Online Marketing LLC PO Box 55 Eleele 96705 HI USA.

Waiver

Either Party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of any such rights.

Entire agreement

This Agreement is the entire agreement between the Parties as to the matters set forth herein and supersedes any such prior agreement or communication. Any subsequent waiver or modification of this Agreement, or any part of it, shall only be effective if reduced to writing and signed and dated by both Parties.

Dispute resolution by arbitration

Most user concerns can be resolved by use of our support at support@pulsarstardevice.com. If we are unable to resolve your concerns and a dispute remains between you and us, this section explains how we agree to resolve it.

YOU AND THE SELLER AGREE TO RESOLVE ALL DISPUTES AND CLAIMS BETWEEN US IN INDIVIDUAL BINDING ARBITRATION. THAT INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR RELATING TO: (i) ANY ASPECT OF THE RELATIONSHIP BETWEEN US; (ii) THIS AGREEMENT; OR (iii) YOUR USE OF THE STORE, YOUR ACCOUNT OR THE SELLER SOFTWARE. IT

APPLIES REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, STATUTE, FRAUD, UNFAIR COMPETITION, MISREPRESENTATION OR ANY OTHER LEGAL THEORY.

However, this Section does not apply to the following types of claims or disputes, which you or the Seller may bring in any court with jurisdiction: (i) claims of infringement or other misuse of intellectual property rights, including such claims seeking injunctive relief; and (ii) claims related to or arising from any alleged unauthorized use, piracy or theft.

This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

Arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. YOU UNDERSTAND THAT YOU AND THE SELLER ARE GIVING UP THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR JURY.

You and the Seller agree to make reasonable efforts, in good faith, to informally resolve any dispute before initiating arbitration. A party who intends to seek arbitration must first send the other a written notice that describes the nature and basis of the claim or dispute and sets forth the relief sought. If you and the Seller do not reach an agreement to resolve that claim or dispute within 30 days after the notice is received, you or the Seller may commence arbitration. Written notice to the Seller must be sent via postal mail.

The Federal Arbitration Act applies to this Section. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where applicable, the AAA's Supplementary Procedures for Consumer Related Disputes, as modified by this Agreement, both of which are available at <http://www.adr.org>. The arbitrator is bound by the terms of this Agreement.

The AAA will administer the arbitration. It may be conducted through the submission of documents, by phone, or in person in the county where you live or at another mutually agreed location.

YOU AND THE SELLER AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION, EVEN IF AAA'S PROCEDURES OR RULES WOULD OTHERWISE ALLOW ONE. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT OF THAT PARTY'S INDIVIDUAL CLAIM. You and the Seller also agree not to seek to combine any action or arbitration with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.

If the agreement in this section not to bring or participate in a class or representative action, private attorney general action or collective arbitration should be found illegal or unenforceable, you and the Seller agree that it shall not be severable, that this entire section shall be unenforceable

and any claim or dispute would be resolved in court and not in collective arbitration.

Notwithstanding this Section, you have the right to litigate any dispute in small claims court, if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the dispute, are satisfied.

These terms shall apply to the maximum extent permitted by applicable law. If the laws of your jurisdiction prohibit the application of some or all of the provisions, of this section alone, such provisions will not apply to you.

Except as otherwise expressly stipulated in these Terms of Sale, in the event that any provision of these Terms of Sale shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect. These Terms of Sale, the Seller's Privacy Policy and the Members Programs Terms and Conditions constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.

If you believe that your rights are being infringed, please contact us. We respond expeditiously to rights owners and their agents to communicate concerns about any alleged infringement.

Upon receipt of your infringement notice we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, for all of which we hold an unmitigated discretion to execute. Furthermore, by submitting an infringement notice, you grant the Seller the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding your infringement notice to the parties involved in the provision of the allegedly infringing content. You agree to indemnify the Seller for all claims brought by a third party against the Seller arising out of or in connection with the submission of your infringement notice.

Disclaimer

You understand that our Company cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. Our Company does not assume any responsibility or risk for your use of the Internet.

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All of the information in this site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and Company does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer, accurate or complete.

Limitation On Liability

COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED

THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

Indemnity

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Information You Provide

You may not post, send, submit, publish, or transmit in connection with this site any material that:

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- advocates illegal activity or discusses an intent to commit an illegal act;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- is vulgar, obscene, pornographic, or indecent;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;

- solicits funds, advertisers or sponsors;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;
- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or contains hyper-links to other sites that contain content that falls within the descriptions set forth above.
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;

Although under no obligation to do so, our Company reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action or inaction by Company or such third party with respect to any submission.

Security

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Company will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Company considers insecure, Company will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use.

Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER [COMPANY] OR LAW ENFORCEMENT AUTHORITIES.

Miscellaneous

These Terms of Use will be governed and interpreted pursuant to the laws of Hawaii, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Hawaii in connection with any dispute between you and Company arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and federal courts in Kauai, Hawaii. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. Company may revise these Terms of Use at any time by updating this posting.

Effective Date & Termination

This Agreement will be effective as of the date hereof and shall remain valid unless terminated in accordance with this Clause. This Agreement may be terminated by either Party with cause, i.e., if the other Party is in breach of the terms and conditions hereof or any applicable law and fails to remedy the same within 30 (thirty) days of receipt of a written notice to that effect from the Party not in breach.

Last updated: 9/13/17