

# Terms & Conditions of Service

## 1. Use of Avrin Technologies LLC Products and Services

You may use any of our services, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other jurisdictions. In order to access certain services, you are required to provide current and accurate identification, contact, and other information as part of the registration process. You are responsible for maintaining the confidentiality of your account information, and are responsible for all activities that occur under your account. You are solely responsible for all content on your account. You agree to immediately notify Avrin Technologies LLC of any unauthorized use of your account or any other breach of security. Avrin Technologies LLC will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your account secure.

## 2. Acceptable Conduct

You agree that you are responsible for maintaining your own account. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, files, attachments or other materials (“Content”) are the sole responsibility of the account from which such Content originated. Avrin Technologies LLC reserves the right, but does not assume the responsibility, to monitor or review any Content on Avrin Technologies LLC services. You agree that you are responsible for the conduct of all users of your account and any Content that is created, transmitted, stored, or displayed by, from, or within your account while using Avrin Technologies LLC services and for any consequences thereof. You agree to use Avrin Technologies LLC services only for purposes that are legal, proper and in accordance with the Terms of Service and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts Avrin Technologies LLC services or servers or networks connected to Avrin Technologies LLC services.

## 3. Prohibited Usage

You agree that any of the below activities are considered prohibited usage and could result in immediate account suspension or cancellation without a refund and the possibility that Avrin Technologies LLC will impose fees, and/or pursue civil remedies without providing advance notice.

**Misuse of System Resources:** Misuse of system resources, including but not limited to employing programs that consume excessive CPU time (outside of allotted CPU usage), network capacity, disk I/O (input/output) or storage space. You will be given a warning before suspension for misuse of resources occurs.

**Unsolicited Communications:** Sending unsolicited bulk messages utilizing our network. Generating a significantly higher volume of outgoing e-mail than a normal user. Using a non-

existent email return address. Open E-mail relaying. Sending out unsolicited email from any other network that points to a Avrin Technologies LLC server.

Access to Other Computers or Networks without Authorization: Attempting unauthorized and/or illegal access of computers, networks and/or accounts not belonging to party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.

Other Activities viewed as Illegal or Harmful: Engaging in illegal activities or engaging in activities harmful to the operations of Avrin Technologies LLC or the customer.

Providing False Data on any Contract or Application: including fraudulent use of credit card numbers.

#### 4. Account Cancellation or Suspension

Avrin Technologies LLC may cancel or suspend your access to Avrin Technologies LLC services at any time and for any reason without notice. Upon cancellation or suspension, your right to use the service will stop immediately. You may not have access to data that you stored on the service after we suspend or terminate the service. You are responsible for backing up your data that you use with the service. If we cancel your service in its entirety without cause, we will refund to you on a pro-rata basis the amount of your payment corresponding to the portion of your service remaining right before we terminated your service.

You may terminate the service at any time by following the instructions in the Client Area. As soon as you cancel the service, your right to use it stops immediately. You may not have access to data that you stored on the service after you terminate the service. You are responsible for backing up your data that you use with the service. Cancellation of the service by you will not alter your obligations to pay all charges due to Avrin Technologies LLC at the time of cancellation.

#### 5. Charges and Billing

You agree that Avrin Technologies LLC shall be permitted to charge your credit card on a monthly, quarterly, biannual, or annual basis in advance of providing its services or as needed for prepayments, for your subscription fee, any applicable sales taxes, and any other charges you may incur in connection with your use of Avrin Technologies LLC services. The subscription fee is billed in full on the first day the respective service is made available and monthly (or biannually, or annually) thereafter, unless and until you cancel your subscription.

Avrin Technologies LLC is not responsible for any additional bank fees, interest charges, finance charges, over draft charges, or other fees resulting from charges billed by Avrin Technologies LLC. Currency exchange settlements will be based on agreements between you and the provider of your credit card. In addition, we do not give pro-rated refunds for unused time if cancellation is initiated during the middle of a billing cycle. We reserve the right to change our fees, but will notify you in advance of increases, and will not retroactively apply fee increases.

All charges are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law. The costs of any returns if permitted will be at your expense, unless otherwise provided by applicable law.

#### 6. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Avrin Technologies LLC SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE Avrin Technologies LLC SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (III) ANY OTHER MATTER RELATING TO Avrin Technologies LLC SERVICES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF Avrin Technologies LLC AND ANY OF ITS AGENTS, SUPPLIERS, EMPLOYEES, OR AFFILIATES IN CONNECTION WITH THE Avrin Technologies LLC SERVICES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED THREE TIMES ONE MONTHS RECURRING FEE FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM AS OF THE TIME OF THE OCCURRENCE OF THE EVENTS GIVING RISE TO THE CLAIM.

#### 7. Exclusions and Limitations

Nothing in this agreement is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited.

#### 8. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Terms of Service, there shall be no third party beneficiaries to the Terms of Service.

#### 9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF Avrin Technologies LLC SERVICES SHALL BE AT YOUR SOLE RISK. ALL SERVICES PROVIDED BY Avrin Technologies LLC ARE AVAILABLE AS IS WITHOUT WARRANTIES OR GUARANTEES APPLIED.

#### 10. Indemnity

You agree to defend, indemnify and hold harmless Avrin Technologies LLC, LLC, 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 Avrin Technologies LLC services; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without

limitation any copyright, property, or privacy right; or (iv) any claim that use of our services caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Avrin Technologies LLC services.

## 11. NOTICE

You agree that Avrin Technologies LLC may provide you with notices, including those regarding changes to the Terms of Service, by email, regular mail, or postings on Avrin Technologies LLC services.

## 12. GENERAL INFORMATION

**Entire Agreement.** The Terms of Service (including any policies, guidelines or amendments that may be presented to you from time to time) constitute the entire agreement between you and Avrin Technologies LLC and govern your use of Avrin Technologies LLC services, superceding any prior agreements between you and Avrin Technologies LLC for the use of Avrin Technologies LLC services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Avrin Technologies LLC services, affiliate services, third-party content or third-party software.

**Choice of Law and Forum.** The Terms of Service and the relationship between you and Avrin Technologies LLC shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions.

**Waiver and Severability of Terms.** The failure of Avrin Technologies LLC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

**Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Avrin Technologies LLC services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.