

Terms of Use

Last Updated: April 4, 2020

SimpliUnlimited LLC™ licenses simpliunlimited.com, simpliunlimited.com portal, and/or email services to You, and grants You access to the service (the "Site"), conditioned upon Your acceptance of these Terms of Service and End User License Agreement (the "Agreement").

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 11), AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (SEE SECTION 13).

BY CLICKING "I AGREE" OR "ACCEPT", OR BY DOWNLOADING, INSTALLING OR USING THE APP OR SITE, YOU AGREE: (A) THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) TO THE SIMPLIUNLIMITED LLC ACCEPTABLE USE POLICY (<https://www.simpliunlimited.com/acceptableuse.html>); AND (D) TO THE SIMPLIUNLIMITED LLC PRIVACY POLICY (<https://www.simpliunlimited.com/privacypolicy.html>). PLEASE CAREFULLY READ THIS AGREEMENT, THE SIMPLIUNLIMITED LLC ACCEPTABLE USE POLICY, AND THE SIMPLIUNLIMITED LLC PRIVACY POLICY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

If you are a an SimpliUnlimited LLC™ High Speed Internet, SimpliUnlimited LLC™ High Speed Internet Business Edition, SimpliUnlimited LLC™ High Speed Internet On-The-Go Internet Service ("Internet Service(s)") customer, your use of the Internet Services in conjunction with the Site will also be subject to the SimpliUnlimited LLC™ High Speed Internet Terms of Service (<https://www.simpliunlimited.com/customertermsofservice.html>), which are incorporated into this Agreement by reference.

1. CHANGES TO THIS AGREEMENT AND THE SITE

- 1.1. We may change or modify the terms of this Agreement from time-to-time without notice other than posting the amended Agreement on the Site. The amended Agreement will automatically be effective when posted on our Site. Your continued use of the Site after the effective date of the change constitutes your acceptance of such changes. SimpliUnlimited LLC™ reserves the right to change, modify or discontinue, temporarily or permanently, the Site (or any portion thereof), including any and all content contained on the Site, at any time without notice. You agree that SimpliUnlimited LLC™ shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site (or any portion thereof).

- 1.2. The version of this Agreement posted on our Site on each respective date you visit the Site will be the Agreement applicable to your access and use of the Site on that date. Our electronically or otherwise properly stored copies of this Agreement and the Privacy Policy shall be deemed to be the true, complete, valid, authentic, and enforceable copies of the version of the Agreement and the Privacy Policy that were in force on each respective date you visited the Site.

2. REGISTRATION AND MEMBERSHIP

- 2.1. **Use of Site.** In order to use certain portions of the Site, you may be required to register and create an account (a "Member Account"). You must be 18 years or older to register for a Member Account. Individuals under the age of 18, or the applicable age of majority, may utilize the App only with the involvement of a parent or legal guardian, under such a person's Service account and otherwise subject to this Agreement.
- 2.2. **Member ID.** You will be asked to choose a unique "Member ID" for your account. Member Account holders may also create up to ten accounts with separate login credentials that are linked to the Member Account (each a "Sub Account"). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration. The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts. Use of a Member ID subjects you to the SimpliUnlimited LLC™ Access ID Terms and Conditions (available at <http://www.simpliunlimited.com/accessidterms>).
- 2.3. All information that you provide to SimpliUnlimited LLC™ in connection with setting up your Member Account must be accurate ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly by updating your Profile at simpliunlimited.com.

3. SUSPENSION/TERMINATION OF MEMBER ACCOUNT

- 3.1. SimpliUnlimited LLC™ may immediately terminate or suspend your Member Account and Sub Accounts without notice for any of the reasons set forth in SimpliUnlimited LLC™'s AUP, or if: (a) you provide false or inaccurate information to SimpliUnlimited LLC™; (b) you (or a Sub Account associated with your Member ID) violate this Agreement or the SimpliUnlimited LLC™ AUP; (c) you (or a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or, (d) if you engage in conduct that is threatening, abusive or harassing to other users or SimpliUnlimited LLC™ employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property, frequent use of profane or vulgar language, or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair, or general servicing of your Service after you have been asked to stop such conduct. If Your Member Account or Sub Accounts are terminated, SimpliUnlimited LLC™ has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you.

4. ACCOUNT SECURITY

- 4.1.** You will create a password associated with your Member ID upon completing the Site registration process. You agree to keep confidential your account information, including without limitation Member IDs, all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password or Member ID. You agree to do all of the following:
- 4.1.1.** Immediately notify SimpliUnlimited LLC™ if you suspect any breach of security such as loss, theft, public use, or unauthorized disclosure or use of your Member Account or Sub Account, password or Member ID by calling 509-435-2109.
 - 4.1.2.** Ensure that you exit from your account at the end of each session; and,
 - 4.1.3.** Periodically change your password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.
- 4.2.** You may not use any other user's account, Member ID, or password at any time without the express permission and consent of the holder of that account, Member ID, or password. You may not transfer or assign your account.

5. NO RESPONSIBILITY FOR THIRD PARTY CONTENT AND SERVICES

- 5.1.** The Site may permit access to products, services, websites, advertisements, and content ("Third Party Content and Services") from advertisers, publishers, vendors and other third parties ("Third Parties"). Your use of Third Party Content and Services may be subject to additional terms of use set by the Third Parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. SimpliUnlimited does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. Furthermore, SimpliUnlimited does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party Content or Services will not infringe the rights of third parties. SimpliUnlimited reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Site. SimpliUnlimited shall have no liability to You arising out of or in connection with Your access to and use (or misuse) of the Third Party Content and Services.
- 5.2.** You may have previously been given the option to combine your Member ID with a user account or ID that was created in connection with certain Third Party Content and Services (a "Third Party ID") to enable single sign on to the Site. In SimpliUnlimited's sole discretion, SimpliUnlimited may elect to separate your Member ID from the Third Party ID. In such case, use of the Third Party ID will no longer enable you to authenticate into the Site or any other SimpliUnlimited digital properties, and you will need to use your Member ID, Access ID or another ID that was created via SimpliUnlimited, which was not combined with a Third Party ID, to access the Site or any other SimpliUnlimited digital

properties. Continued access and use of any Third Party Content and Services or Third Party ID will be subject to the terms of use provided by the applicable third party.

6. RESTRICTIONS ON USE

- 6.1. Your use of the Site is subject to the SimpliUnlimited AUP. In accordance with the AUP, SimpliUnlimited reserves the right to deny, disconnect, modify, and/or terminate, without notice, the Member Account or Sub Account provided by SimpliUnlimited to any customer whose use of the Site violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/Email/Usenet abuse, (vi) uses which are harmful to or interfere with the use of the SimpliUnlimited network or its systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Site by others, and, (viii) uses that constitutes a security risk or a violation of privacy. In addition, SimpliUnlimited reserves the right to terminate or suspend your Member Account or Sub Accounts for any of the reasons set forth in the AUP, including when SimpliUnlimited reasonably determines that your use of the Site (including use by others under any Sub Account) may expose SimpliUnlimited to sanctions, prosecution, civil action or any other liability. See the AUP for a more detailed discussion of the policy.
- 6.2. **Copyright Infringement & Digital Millennium Copyright Act.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video, audio content, or any other material of any nature that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Site. SimpliUnlimited assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.
- 6.3. SimpliUnlimited respects the intellectual property rights of others. SimpliUnlimited has adopted and maintains a policy that provides for the termination in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. In addition, SimpliUnlimited may voluntarily participate, on terms acceptable to SimpliUnlimited, in copyright alert and graduated response programs. If you believe your work has been copied, posted, stored or otherwise transmitted using the Site in a way that constitutes copyright infringement, please provide the information listed at support@simpliunlimited.com.
- 6.4. **Use by Children.** SimpliUnlimited is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 18 will not be permitted to use the Site without the supervision of a parent or guardian. Children under the age of 18 may not authenticate into the Site unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child as a Sub Account to your Member Account, you are giving your child access to features that are available as part of an authenticated session on the Site (including email, message boards, groups, and instant messages) and the Internet. Please

remember that the Site is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through an authenticated session on the Site are appropriate for a minor.

- 6.5. SimpliUnlimited suggests that you take advantage of the access controls offered through the Site or third-party sites, which are designed to allow you to block access to certain types of web content you may feel are inappropriate for minors.

7. CONTENT AND LINKS

- 7.1. **Content.** You, and not SimpliUnlimited, are entirely responsible for all content that you upload, download, post, email, transmit, or otherwise make available via the Site ("Content"). SimpliUnlimited does not pre screen or control Content that is posted by users of the Site, and, therefore, does not guarantee the accuracy, integrity, or quality of such Content. SimpliUnlimited shall have the right (but not the obligation) in its sole discretion to prescreen, refuse, or remove any Content that is available via our Site that is illegal, violates this Agreement or the AUP, or exposes SimpliUnlimited to any risk of claims, lawsuits, or liability. As the providers of the Site, we are only a forum and are not liable for any statements, representations, or Content provided by Site users. Any opinions, advice, or recommendations expressed therein are those of the users providing such Content and not those of SimpliUnlimited. We do not endorse any Content or any opinion, recommendation, or advice expressed therein. Mobile data charges may apply for any content forwarded from the Site that is subsequently accessed on a mobile device.
- 7.2. SimpliUnlimited may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of SimpliUnlimited, other end users, and the public.
- 7.3. **Grant of License.** SimpliUnlimited does not claim ownership of Content you submit or make available for inclusion on the Site. However, with respect to Content you submit or make available, you grant SimpliUnlimited a non exclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, the Content.
- 7.4. **Links.** The Site may include links to other Websites or resources not under SimpliUnlimited's control ("Linked Websites"). SimpliUnlimited is not responsible and will not be liable for the availability, content, advertising, products, services or other materials available or provided on the Linked Websites or any damage alleged to have been caused by or in connection with the use of content available on the Linked Websites. Your use of Linked Websites and any purchases of products or services from such Linked Websites are subject to the terms and conditions of the Linked Websites. You agree that you will bring no suit or claim against SimpliUnlimited arising from or based upon any use of Linked Websites.
- 7.5. **Third Party Content.** Content contained in sponsor advertisements or information presented to you through the Site or advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly

authorized by SimpliUnlimited, or advertisers you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Site, Service, or the Software in whole or in part.

8. PRIVACY POLICIES

- 8.1. In order to provide you with personalized content, customized advertising and other valuable services, SimpliUnlimited and one or more third parties that provide certain functionality on the Site, collect and use certain information about you. SimpliUnlimited and such third parties each maintain separate privacy policies to describe how we treat your information. Please view our privacy policies, which describe our practices relating to the collection and use of your information through or in connection with our Site. You understand that through your use of the Site you consent to the collection and use of this information as set forth in the applicable privacy policies. The SimpliUnlimited privacy policy is available at <https://www.simpliunlimited.com/privacy>. Applicable third party privacy policies will be made available via links provided through the Site.

9. DISPUTE RESOLUTION WITH SIMPLIUNLIMITED BY BINDING ARBITRATION - PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

- 9.1. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-509-435-2109. In the unlikely event that SimpliUnlimited's customer service department is unable to resolve a complaint you may have to your satisfaction (or if SimpliUnlimited has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, SimpliUnlimited will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from SimpliUnlimited to at least the same extent as you would be in court.
- 9.2. In addition, under certain circumstances (as explained below), SimpliUnlimited will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what SimpliUnlimited has offered you to settle the dispute.
- 9.3. **Arbitration Agreement.** SimpliUnlimited and you agree to arbitrate all disputes and claims between you and SimpliUnlimited. This arbitration agreement does not include claims against third parties, or claims against SimpliUnlimited or third parties that are

based in whole or in part on the Site. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- 9.3.1.** claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - 9.3.2.** claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - 9.3.3.** claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - 9.3.4.** claims that may arise after the termination of this Agreement.
- 9.4.** References to "SimpliUnlimited" and "us" include our subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns; references to "you" include all authorized or unauthorized users or beneficiaries of your Member Account or the Site under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies, can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND SIMPLIUNLIMITED ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.
- 9.5.** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to SimpliUnlimited should be addressed to: Office for Dispute Resolution, SimpliUnlimited LLC, 5919 Hwy 291, Ste 1 #143, Nine Mile Falls, WA 99026 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If SimpliUnlimited and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or SimpliUnlimited may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by SimpliUnlimited or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or SimpliUnlimited is entitled.
- 9.6.** After SimpliUnlimited receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$300, but is subject to change by the arbitration provider. If you are unable to pay this fee, SimpliUnlimited will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless SimpliUnlimited and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration

will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- 9.7.** Except as otherwise provided for herein, SimpliUnlimited will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such a case, you agree to reimburse SimpliUnlimited for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.
- 9.8.** If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of SimpliUnlimited's last written settlement offer made before an arbitrator was selected, then SimpliUnlimited will:

 - 9.8.1.** pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - 9.8.2.** pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").
- 9.9.** If SimpliUnlimited did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.
- 9.10.** The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws SimpliUnlimited may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, SimpliUnlimited agrees that it will not seek such an award.
- 9.11.** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND SIMPLIUNLIMITED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and SimpliUnlimited agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

- 9.12.** Notwithstanding any provision in this Agreement to the contrary, we agree that if SimpliUnlimited makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

10. OWNERSHIP OF THE SITE AND ACCESS LICENSE

- 10.1.** You understand and agree that SimpliUnlimited owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the Site, and all information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the "SimpliUnlimited Content"), as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of the SimpliUnlimited Content.
- 10.2.** You acknowledge that the Site is proprietary to SimpliUnlimited and are protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest in the Site by accessing and using the Site. For the avoidance of doubt, SimpliUnlimited Content does not include any Third Party Content and Services, or any features, opportunities, or services made available through third party websites.
- 10.3.** SimpliUnlimited grants you a personal, non-exclusive, non-transferable, limited license to use the Site solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Site, or any SimpliUnlimited Content available via the Site. All rights not expressly granted to you in this Agreement are reserved and retained by SimpliUnlimited.

11. SOFTWARE - END USER LICENSE AGREEMENT

- 11.1.** To the extent that you have downloaded or installed any software provided by SimpliUnlimited in connection with your use of the Site ("Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software if one was provided with the Software. Otherwise, SimpliUnlimited or its applicable third-party licensors, grants you a personal, non-exclusive, non-transferable, limited license to use the object code of any software provided to you in conjunction with the Site on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise

attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Site. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

- 11.2.** SimpliUnlimited or applicable third-party licensors may provide Software upgrades, updates, or supplements (such as, but not limited to, adding or removing features or updating security components). You understand, whether the equipment is owned by you or SimpliUnlimited, that SimpliUnlimited or the applicable third-party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.
- 11.3.** Export Limits. None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States.

12. OPERATIONAL LIMITS/FORCE MAJEURE

- 12.1.** Availability of the Site is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Site's availability may occur as normal events and that SimpliUnlimited is not liable for such interruptions. You further understand and agree that SimpliUnlimited has no control over third-party networks you may access in the course of your use of the Site, and therefore, delays and disruptions of other network transmissions are beyond the control of SimpliUnlimited. In addition, SimpliUnlimited is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or your equipment.

13. DISCLAIMER OF WARRANTIES

- 13.1.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- 13.1.1.** YOUR USE OF THE SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, ANY SITE-RELATED SERVICE AND/OR SOFTWARE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. SIMPLIUNLIMITED AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- 13.2.** SIMPLIUNLIMITED AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, (v) ANY ERRORS IN THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE WILL BE CORRECTED, AND (vi) THE SITE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS. SIMPLIUNLIMITED ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE SITE OR DELIVERY OF EMAIL.
- 13.3.** ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 13.4.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SIMPLIUNLIMITED OR THROUGH OR FROM THE SITE, SERVICE, AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT, AND SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

14. LIMITATION OF LIABILITY

- 14.1.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER SIMPLIUNLIMITED NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS WILL 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 (EVEN IF SimpliUnlimited HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- 14.1.1.** THE USE OR THE INABILITY TO USE THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE;
 - 14.1.2.** THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES;
 - 14.1.3.** UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
 - 14.1.4.** STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE;
 - 14.1.5.** FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE; AND/OR (f) ANY OTHER MATTER RELATING TO THE SITE, ANY SITE-RELATED SERVICE, AND/OR SOFTWARE.
- 14.2.** WITHOUT LIMITING ANY OF THE FOREGOING, IF SimpliUnlimited, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, OR OTHER SIMILAR ENTITIES, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SITE, SimpliUnlimited's AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.
- 14.3.** Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 12 AND 13 MAY NOT APPLY TO YOU. IN PARTICULAR, SECTIONS 13, 14 AND 15 MAY NOT BE ENFORCEABLE AGAINST WASHINGTON STATE RESIDENTS.

15. INDEMNITY

- 15.1.** You agree to indemnify and hold SimpliUnlimited and its subsidiaries, affiliates, officers, agents, co-branders, licensors, or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through the Site, your use of the Site, your connection to the Site, your violation of this Agreement, your violation of the AUP, or your violation of any rights of another.
- 15.2.** You acknowledge that you are responsible for all use of the Site using your Member Account, including use by Sub Accounts, and that this Agreement, the AUP, and Privacy Policy, as amended from time to time, apply to any and all usage of your Member Account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless, and indemnify SimpliUnlimited from and against any and all claims stemming from usage of your Member Account and any Sub Account - whether or not such usage is expressly authorized by you.

16. GENERAL

- 16.1. *Special Admonition for Services Related to Financial Matters.*** The content on the Site, including news, quotes, data and other information, is provided by SimpliUnlimited and its licensors for your personal information only, and is not intended for trading purposes. Content on the Site is not appropriate for the purposes of making a decision to carry out a transaction or trade. Nor does it provide any form of advice (investment, tax, legal) amounting to investment advice, or make any recommendations regarding particular financial instruments, investments or products. Neither SimpliUnlimited nor its licensors shall be liable for any errors, inaccuracies or delays in content, or for any actions taken in reliance thereon. SIMPLIUNLIMITED EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF ANY THE CONTENT PROVIDED, OR AS TO THE FITNESS OF THE INFORMATION FOR ANY PURPOSE.
- 16.2. *Contact Information.*** Unless otherwise specified in this Agreement, questions about this service should be directed to SimpliUnlimited Customer Support by calling 509-435-2109
- 16.3. *Trademark Information/Proprietary Rights.*** SimpliUnlimited and the SimpliUnlimited logos and all other SimpliUnlimited brands, logos, and product and service names ("SimpliUnlimited marks") are registered trademarks or trademarks of SimpliUnlimited Intellectual Property. Any use of SimpliUnlimited Marks is prohibited without permission of SimpliUnlimited Intellectual Property.
- 16.4.** Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Site.
- 16.5. *Additional Terms.*** This Agreement, any other policies or guidelines referenced herein constitute the entire agreement between SimpliUnlimited and you. This Agreement governs your use of the Site, superseding any prior agreement between you and SimpliUnlimited with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other SimpliUnlimited or affiliate services, third- party content, or third-party software. The failure of SimpliUnlimited to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement 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 this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of SimpliUnlimited's rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.
- 16.6. *Survival.*** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, will survive the termination, cancellation, or expiration of the Agreement, including, but not

limited to those in the following sections: Disclaimer of Warranties, Limitation of Liability, Indemnification, Dispute Resolution by Binding Arbitration, and General.

To report violations of this Agreement or the SimpliUnlimited AUP, please email us at abuse@simpliunlimited.com.