

## TERMS OF SERVICE

### ALERTS ME LLC

info@AlertsMe.com

Welcome to Alerts Me, LLC with a website located at AlertsMe.com and an App located at AlertsMe (hereinafter "Company", "We", "Us", "Our") and thank You (any visitor to Our sites, hereinafter "You" or "Your") for considering Our services.

This Terms of Service was created to cover both our AlertsMe App and Our Internet website located at www.AlertMe.com (collectively, "AlertsMe".) By using Our sites or upon registration, by checking the registration button which states "By checking the Registration box below You agree to the AlertsMe Terms of Service, and Our Privacy Policy." You hereby agree to the terms and conditions of this Terms of Service (hereinafter "Agreement") which, along with the consideration of the mutual promises You and We make to each other, then becomes a binding contract between You and Us.

### SCREEN NAME AND PASSWORDS

You hereby agree that You are responsible for all actions taken under Your Screen Name and Password. It is Your responsibility to keep this data secure.

### TRADEMARKS

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### COPYRIGHT

As indicated by the notice on AlertsMe, We claim a copyright to the content of Our sites.

### WARRANTIES

**OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF ANY SERVICE OFFERED BY US IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT MAKE ANY WARRANTY THAT OUR SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE OFFERED BY US WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY SERVICE OFFERED BY US OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION**

**OBTAINED THROUGH ANY SERVICE OFFERED BY US. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY SERVICE OFFERED BY US IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR ELECTRONIC DEVICE SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE DO NOT MAKE ANY WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH US OR FROM ANY SERVICE OFFERED BY US OR ANY TRANSACTIONS ENTERED INTO BY USE OF OR THROUGH ANY SERVICE OFFERED BY US. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, OR THROUGH ANY SERVICE OFFERED BY US, SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

#### **LIMITATION OF LIABILITY**

**UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL WE OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE ANY SERVICE OFFERED BY US, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH ANY SERVICE OFFERED BY US, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ALSO AGREE THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU, OR TO ANYONE, FOR THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR ARISING FROM USE OF ANY SERVICE OFFERED BY US. IF YOU ARE DISSATISFIED WITH ANY SERVICE OFFERED BY US YOUR EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.**

#### **INDEMNIFICATION**

You hereby warrant that You will not use the information provided by Us in violation of any State or Federal law. Further, You agree to indemnify, defend, and hold Us harmless, as well as holding harmless Our parents, subsidiaries, affiliates, officers, directors, employees, agents, and suppliers, and their respective affiliates, officers, directors, employees, and agents, from any claim, action, demand, or damage, including reasonable attorney's fees, made by any third party or governmental agency

arising out of or related to Your use of any service offered by Us or Your violation of this Agreement, including without limitation, claims or suits for libel, violation of rights of privacy or publicity, interference with property rights, trespass, violations of Federal or State Law, copyright infringement, trademark infringement, patent infringement or plagiarism. We may, at Our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by You. The assumption of such defense or control by Us, however, shall not excuse any of Your indemnity obligations.

## **ASSIGNMENT**

You may not assign the rights or obligations under this Agreement without Our prior written consent.

## **INTENDED FOR USERS OVER 13**

AlertsMe is intended for use by individuals 13 years of age or older only. If You are Younger than age 13 only Your parents or guardians may allow You to use our Our sites. We consider this parent or guardian enrollment as their consent to your use of our sites.

## **ENTIRE AGREEMENT**

Except as modified or supplemented by a writing executed by both parties, the Terms and Conditions described herein are the only representations, warranties, and understandings between the parties with respect to the products and/or services described herein.

## **DISPUTES**

In the event of a dispute, You agree to attempt to resolve the dispute by contacting Us prior to taking any other action. Failure to contact Us to attempt a dispute resolution prior to taking any other action will result in a breach of this Agreement by You. Further, You hereby waive any right to a trial by jury in the event of any controversy or claim relating to this Agreement.

This Agreement and Your use of AlertsMe are governed by the laws of the State of Maryland, and the courts of general jurisdiction located within Montgomery County, Maryland, which will have exclusive jurisdiction over any and all disputes arising out of, relating to, or concerning this Agreement or any other controversy between You and Us. In addition to the foregoing, in the event of any breach or violation of this Agreement, We shall be entitled to enforce all of Our legal remedies for the breach or wrongful activity including, but not limited to, seeking actual damages, the maximum amount of statutory damages under Applicable statutes and Acts, profits, treble damages, and attorneys' fees and costs. These remedies and damages are in addition to the monetary payments described above and/or any amounts otherwise due under this Agreement.

## **SEVERABILITY**

If any provision, or portion thereof, of this Agreement is held by a court of competent jurisdiction to be invalid under any Applicable statute or rule of law, the parties agree that such invalidity shall not affect the validity of the remaining portions of the Agreement and further agree to substitute for the invalid provision a valid provision which most closely Approximates the intent and economic effect of the invalid provisions.

## **HEADINGS**

The headings of this Agreement are for convenience only and shall not be used to construe the meaning of this Agreement.

## **AGREEMENT UPDATES**

This Agreement is effective as of February 21, 2019. We reserve the right to revise these policies from time to time without prior notice. You will be notified of any material changes in Our Terms of Service either by email or by a conspicuous posting on AlertsMe.