

# LocalXpose Terms Of Service

Last updated: 19/3/2018

## 1. General

1.1 Please read these Terms of Use carefully before you start to use the LocalXpose website located at <https://localxpose.io> (collectively, "LocalXpose", "we", or "us") and any services made available through LocalXpose. By using LocalXpose, or by clicking the "Sign Up" or "Notify me" button, or by using the services, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use LocalXpose

1.2 These Terms of Service (the "Terms") cover your use of the services LocalXpose provides, including the [localxpose.io](https://localxpose.io) website (the "Site"), the LocalXpose platform service, the LocalXpose software, and any other software or services offered by LocalXpose in connection with any of the above services (the "LocalXpose Services" or the "Services"). "LocalXpose" means the owner and operator of the LocalXpose Services which distributes the LocalXpose software and services.

1.3 LocalXpose reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the LocalXpose, at any time and at its sole discretion. We will provide notice of these changes by posting the revised Terms to the LocalXpose and changing the "Last Update" date at the top of the Terms, or by emailing users at their provided email addresses, or by any other means as determined by LocalXpose. The decision of which notification chosen will be left to LocalXpose's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the LocalXpose or at the instant that LocalXpose transmits the information to the users (e.g. via email). These changes will apply at that instant to all then current and subsequent uses of the LocalXpose. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this LocalXpose acts as acceptance of such changes or modifications. **If you do not agree to the Terms in effect when you access or use the LocalXpose, you must stop using the LocalXpose.**

## 2. Registration and Accounts

In order to access and use the Services, you must create an account with LocalXpose (an "Account"). You agree to: (a) provide accurate, current and complete information when creating the account; (b) maintain and promptly update your Account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer; (d) promptly notify LocalXpose if you discover or otherwise suspect any security breaches related to LocalXpose; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access; (f) You are solely responsible for the actions of all users of your account and any data that is created, stored, displayed by, or transmitted through your account while using LocalXpose. You will not engage in any activity that interferes with or disrupts the Services or networks connected to LocalXpose.

## 3.Account Security

We reserve the right to withdraw or amend LocalXpose, and any Service or material we provide on LocalXpose, in our sole discretion without notice. We will not be liable if for any reason all or any part of LocalXpose is unavailable at any time or for any period. From time to time, we may restrict access to users to some parts of LocalXpose, to certain Accounts or the whole of LocalXpose, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to LocalXpose.
- Ensuring that all persons who access LocalXpose through your internet connection are aware of these Terms and comply with them.
- Maintaining and promptly update your Account information.
- Maintaining the security of your Account by protecting your password and restricting access to your Account.
- All activities that occur under your Account and you accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to LocalXpose or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. LocalXpose may, in its sole discretion, limit the number of Accounts that you may hold, maintain or acquire.

## 4.Acceptable Use.

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

The LocalXpose Services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material

protected by copyright, trademark, trade secret, or other intellectual property rights. The Services may not be used to facilitate infringement of these laws in any way.

## 5. Fees and Payment

Some Services are provided on a fee basis. You agree to pay LocalXpose the fees for each Service you purchase or use in accordance with the pricing and payment terms presented to you for such Service. You hereby authorize to charge your account on a daily, monthly, annual, or other agreed upon basis, as set forth in the pricing and payment terms presented to you for such Service, in advance of providing the Services. Accounts that are not collectable by LocalXpose may be turned over to an outside collection agency for collection. You may cancel your use of the Services at any time as noted on our dashboard.

Subject to the Terms, certain LocalXpose Services are provided to you without charge, up to certain specified limits. Usage over these limits requires your purchase of additional resources or services.

You acknowledge that LocalXpose may prospectively change the specified rates and charges from time to time.

LocalXpose is not responsible for any additional bank fees, interest charges, finance charges, over draft charges, or other fees resulting from charges billed by LocalXpose. Currency exchange settlements will be based on agreements between you and the provider of your credit card.

## 6. LIMITATION OF LIABILITY

IN NO EVENT SHALL OUR COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE LOCALXPOSE MATERIALS, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM LOCALXPOSE AND ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, OR ANY OTHER LOSS THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO LOCALXPOSE'S RECORDS, PROGRAMS OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LOCALXPOSE (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, LOCALXPOSE OR TO THESE TERMS EXCEED THE FEES EARNED BY LOCALXPOSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY

CLAIM GIVING RISE TO SUCH LIABILITY DIVIDED BY THE NUMBER OF USERS DURING THAT 12 MONTH PERIOD.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 7. Notice

You agree that LocalXpose may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the LocalXpose website.

## 8. Waiver and Severability of Terms

The failure of LocalXpose to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms 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 party's intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

## 9. General Representation and Warranty

You represent and warrant that your use of the LocalXpose website and Services will be in strict accordance with the LocalXpose.io Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside).

## 10. INDEMNIFICATION

YOU AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY LOCALXPOSE, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, ADVERTISERS, LICENSORS, SUPPLIERS OR PARTNERS FROM AND AGAINST ANY THIRD PARTY CLAIM ARISING FROM OR IN ANY WAY RELATED TO (A) YOUR BREACH OF THE TERMS, (B) YOUR USE OF THE SERVICES, (C) YOUR VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS IN CONNECTION WITH THE SERVICES, OR (D) CONTENT MADE AVAILABLE OVER YOUR TUNNELS, INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM ANY CLAIMS, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES, OF EVERY KIND AND NATURE. IN SUCH A CASE, LOCALXPOSE WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION.

## 11. 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 the LocalXpose Services or the Terms must be filed within one (1) year after such claim or cause of action arises or be forever barred.