

## **ReviewTrackers - Terms of Service**

### **1. User's Acknowledgment and Acceptance of Terms**

REVIEW TRACKERS, INC. ("Us" or "We") provides the REVIEWTRACKERS.COM site and various related services (collectively, the "site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of 06/29/2017. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

### **2. Description of Services**

We make various services available on this site including, but not limited to, information about reviews from local business listings, and other like services (the "services"). You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem, and Internet access (including payment of all fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the services on this site shall also be subject to these Terms of Use.

### **3. Registration Data and Privacy**

In order to access some of the services on this site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

#### **4. Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- f. impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at our sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

### **5. Third Party Sites and Information**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

### **6. Intellectual Property Information**

For purposes of these Terms of Use, “content” is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes message boards, chat, and other original content.

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any purpose regardless of the form or medium (now known or not currently known) in which it is used.

You shall not submit confidential or proprietary information to us unless we have mutually agreed in writing as to its protection and confidentiality.

We respect the intellectual property of others, and we require you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.
8. Send the written communication to the following address:

**Designated Agent for Claimed Infringement:**

Contact: Harrison & Held, LLP Attn: Clint Costa

Address: 205 N. Michigan Avenue, Suite 2500, Chicago, Illinois 60601

Phone: (312) 803-7104

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**8. Disclaimer of Warranties**

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You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **9. Limitation of Liability**

IN NO EVENT SHALL WE, OUR AFFILIATES OR OUR AUTHORIZED RESELLERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS,

WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **10. Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us, our Affiliates and our authorized resellers harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

#### **11. Security and Password**

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

#### **12. Participation in Promotions**

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

#### **13. E-mail, Messaging, Blogging, and Chat Services**

We may make email, messaging, blogging, or chat services (collectively, "Communications") available to users of our site, either directly or through a third-party provider. We make available separate supplemental agreements characterizing the relationship between you and us that, except where expressly noted or contradictory, includes these Terms.

We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or

techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

#### **14. International Use**

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

#### **15. Termination of Use**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension. Upon termination, any unearned portion of fees paid by you will be refunded on a pro-rata basis.

#### **16. Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within Florida, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing this site both of us agree that the statutes and laws of the State of Florida, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of Delaware with respect to such matters.

#### **17. Notices**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [info@reviewtrackers.com](mailto:info@reviewtrackers.com), if by email, or at Review Trackers 411 Walnut Street, Suite 8863 Green Cove Springs, FL 32043 if by conventional mail. Notices to you may be sent to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

#### **18. Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and

understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

#### **19. Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may free assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

#### **20. Contact Information**

Except as explicitly noted on this site, the services available through this site are offered by ReviewTrackers, a Delaware Corporation, located at 411 Walnut Street, Suite 8863, Green Cove Springs, FL 32043. Our telephone number is (866) 854-7670. If you notice that any user is violating these Terms of Use, please contact us at [legal@reviewtrackers.com](mailto:legal@reviewtrackers.com).

#### **21. Use of Logo/Testimonials**

You agree that we may use your name and disclose that you are a customer of the Goods in our advertising, press, promotion or similar public disclosures, including at trade shows and similar events. In addition to the foregoing, you hereby grant us a non-exclusive license during the term of this Agreement to list your name and display your logo as a customer on our website. Also, if you submit to us a testimonial or other comments about the site, you agree that we can use these for our reasonable advertising purposes.

#### **Terms and Conditions of Sale**



### **1. Sale and Purchase of Goods**

Review Trackers (“Seller”) hereby agrees to sell, and You (“Buyer”) hereby agree to purchase, goods of the description and quantity described on the checkout window (“Checkout”) and incorporated herein by this reference, or as set out in an order form (the “Reseller Order Form”) issued to Buyer by Seller’s authorized reseller (either, the “Goods”) on the terms and conditions set forth in this Agreement.

In the event that Buyer is purchasing Goods from Seller’s authorized reseller, Buyer agrees to purchase such Goods on the terms and conditions set forth in the Reseller Order Form and in this Agreement.

### **2. Purchase Price**

Buyer agrees to pay the Purchase Price of the Goods as posted on this website attached hereto or in the Reseller Order Form, as the case may be.

### **3. Payment Terms**

The total amount of the Purchase Price shall be payable in full by Buyer according to the payment due date stated at Checkout. Any portion of the Purchase Price unpaid past thirty (30) days shall be considered overdue. All amounts past due are subject to a late charge of the lesser of one and one-half percent (1 1/2%) per month (being eighteen percent (18%) per annum) or the highest lawful rate. In addition, Seller shall have the right to pursue any remedies available at law or as provided herein and shall be entitled to reimbursement from Buyer for Seller’s costs of collection, including attorney fees, legal fees and costs and disbursements. In the event that Buyer is purchasing Goods from a Seller authorized reseller, Buyer agrees to comply with any payment terms set forth in the Reseller Order Form.

### **4. Delivery**

Unless otherwise agreed in writing or set forth in a Reseller Order Form, delivery of the Goods shall be made in accordance with Seller’s shipping policy in effect on the date of shipment. Delivery dates provided by Seller or Seller’s authorized reseller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, neither Seller nor its authorized reseller will be liable for failure to deliver as estimated. Unless otherwise agreed in writing by Seller or its authorized reseller, Goods shall be packaged according to Seller’s standards and practices.

### **5. Limited Warranty**

Seller supplies as its sole warranty the following:

No warranty is expressed or implied.

The warranty shall last for Zero days.

The warranties provided for herein shall be governed by Seller’s warranty policies in effect on the date of shipment.

### **6. Disclaimer of Warranty/Limitation of Liability**

Seller undertakes no responsibility for the quality of the Goods or that the Goods will be fit for any particular purpose for which Buyer may be buying the Goods, except as otherwise provided in this Agreement, and Seller disclaims all other warranties and conditions, express or implied.

SELLER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE “SELLER AFFILIATES”) SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER

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SELLER DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS AND NONE OF SELLER OR ANY SELLER AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

#### **7. Force Majeure**

Seller shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Seller, which causes delays or hinders the manufacture or delivery of Goods. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

#### **8. General**

Buyer may not assign this Agreement without Seller's written consent. Seller is the sole intended beneficiary of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to the Goods, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Seller. Any additional or altered terms attached to any order submitted by Buyer shall be null and void, unless expressly agreed to in writing by Seller. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of Virginia, without giving effect to conflicts-of-law rules; and in the event of a dispute under this Agreement; Buyer submits to the exclusive jurisdiction and venue of the courts of the Commonwealth of Virginia and hereby waives any objection to such jurisdiction and venue.

#### **Blog and Message Board Terms of Use**

Review Trackers, Inc. (“We” or “Us” or “Our”) offers the use of its blogging and message board services (along with the content posted thereon, the “Services”) subject to the terms and conditions of use (the “Terms”) contained herein. All references herein to “We,” “Us,” or “Our” are intended to include Review Trackers and any other affiliated companies. By accessing, creating or contributing to any blogs or messages hosted by us (the “Blog”), and in consideration for the Services we provide to you, you agree to abide by these Terms. Please read them carefully before posting to or creating any Blog. We reserve the right to change, at any time, at our sole discretion, the Terms under which these Services are offered. You are responsible for regularly reviewing these Terms for changes. Your continued use of the Services constitutes your acceptance of all such Terms. If you do not agree with these Terms, please do not use the Services.

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(a) By posting your Content using the Services, you are granting an unrestricted, irrevocable, non-exclusive, royalty-free, perpetual, worldwide, and fully transferable, assignable, and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create collective or derivative works from, distribute, perform and display your Content in whole or in part and to incorporate it in other works in any form, media, or technology now known or later developed. You further warrant that all so-called moral rights in the content have been waived.

(b) By posting content to the Blog, you warrant and represent that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use. You agree that you will not knowingly provide material and misleading false information. You represent and warrant also that the content you supply does not violate these Terms. It is your sole responsibility to ensure that your postings do not disclose confidential and/or proprietary information, including personal financial information, information covered by a nondisclosure agreement, and information that you are not authorized to disclose. We caution you not to disclose personal information about yourself or your children, such as social security numbers, credit card numbers, etc.

(c) You agree to indemnify and hold Us and Our affiliated companies, and their directors, officers and employees, harmless for any and all claims or demands, including reasonable attorney fees, that arise from or otherwise relate to your use of the Blog, any content you supply to the Blog, or your violation of these Terms or the rights of another.

### **3. Accessing**

(a) You agree that We will not be liable, under any circumstances and in any way, for any errors or omissions, loss or damage of any kind incurred as a result of use of any content posted on this site. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. You agree not to collect information about others, including e-mail addresses, or to use information obtained from the Services to send other users unsolicited e-mail of any kind.

(b) The Blog is provided for informational purposes only; we shall not be responsible or liable for the accuracy or availability of any information appearing or available on the Blog.

(c) Blog postings may provide links to other websites on the Internet. We are not responsible or liable for such content and we make no express or implied warranty about the accuracy, copyright compliance, legality, merchantability, or any other aspect of the content of such postings. We are not responsible or liable for any advertising, products, or other materials on or available from such websites or resources. The inclusion of links does not imply endorsement of the Websites by Us or any association with their operators.

(d) We may enable you to establish an account with a username and password to access and use the Services. If so, you are responsible for maintaining the strict confidentiality of your password, and you are responsible for any activity occurring through use of your account and password. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security and ensure that you exit from your account at the end of each session. We are not responsible or liable for any loss or damage arising from your failure to comply with this provision.

#### **4. Children**

Collecting personal information from children under the age of 18 (“minor children”) through the Services or the Blog is prohibited. No Content should be directed toward minor children. Minor children are not eligible to use the site, and we ask that they do not submit any personal information to us.

#### **5. Privacy Policy**

Please be sure to read our Privacy Policy, which is available at this website and incorporated herein by reference.

#### **6. Unauthorized Use of Materials**

See Website Terms of Use

#### **7. Termination of Access/Removal of Content**

We shall have the right in Our sole discretion to terminate your access to and use of the Services and/or remove any of your Content should We consider your statements or conduct to be inaccurate, illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy, injurious, objectionable, or otherwise in violation of these Terms or applicable law.

#### **8. Disclaimer of Warranties**

See Website Terms of Use

#### **9. Limitation of Liability**

See Website Terms of Use

#### **10. Acceptance and Acknowledgement of Terms**

Use of this website constitutes acceptance of these Terms. You acknowledge that you have read and are bound by the Terms, as well as any other usage agreements of Ours, including the Website Terms of Use that may govern your conduct. Thank you for participating in the Blog. Please do not hesitate to contact us at [legal@reviewtrackers.com](mailto:legal@reviewtrackers.com) if you have questions.

This document was last updated on June 29, 2017

## Privacy Policy

This Privacy Policy governs the manner in which Review Trackers collects, uses, maintains and discloses information collected from users (each, a “User”) of the ReviewTrackers.com website (“Site”). This privacy policy applies to the Site and all products and services offered by Review Trackers.

### **Personal identification information**

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, place an order, subscribe to the newsletter, respond to a survey, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number, credit card information. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

### **Non-personal identification information**

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

### **Web browser cookies**

Our Site may use “cookies” to enhance User experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

### **Your Customer Data**

We never sell, share or give access to 3rd parties to your customers data without your express written consent.

### **How we use collected information**

Review Trackers collects and uses Users personal information for the following purposes:

- To Report Industry Trends – We may anonymize information from reviews that we aggregate for you as well as your User information in order to report industry trends and further analysis to other Users.
- To personalize user experience- We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.
- To improve our Site- We continually strive to improve our website offerings based on the information and feedback we receive from you.
- To improve customer service- Your information helps us to more effectively respond to your customer service requests and support needs.
- To process transactions- We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.
- To share your information with third parties- We may share or sell information with third parties for marketing or other purposes.

- To administer a content, promotion, survey or other Site feature- To send Users information they agreed to receive about topics we think will be of interest to them.
- To send periodic emails- The email address Users provide for order processing, will only be used to send them information and updates pertaining to their order. It may also be used to respond to their inquiries, and/or other requests or questions. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

### **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures. Our Site is also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users.

### **Sharing your personal information**

We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

### **Third party websites**

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

### **Advertising**

Ads appearing on our site may be delivered to Users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile non personal identification information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This privacy policy does not cover the use of cookies by any advertisers.

### **Compliance with children's online privacy protection act**

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our Site from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

### **Changes to this privacy policy**

Review Trackers has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal

information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

**Your acceptance of these terms**

By using this Site, you signify your acceptance of this policy and terms of service. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

**Contacting us**

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at:

Review Trackers, Inc.

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Green Cove Springs, FL 32043

(866) 854-7670

info (at) reviewtrackers.com

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