

TERMS OF SERVICE

Last updated on April 10, 2018

1. LICENSE

1.1. Governing Agreement

These Terms of Service (“Terms of Service” or “Terms”) govern the relationship between you and Nettrons, Inc., a Delaware corporation, located at 465 N. Whisman Road, Suite 600, Mountain View, California 94043, and its subsidiaries, parent companies, joint ventures and other corporate entities under common ownership (hereinafter “Nettrons” or “us” or “we”) regarding your use of our service, which includes applications for mobile devices and Nettrons-branded websites (the “Service”).

1.2. Privacy Policy

Use of the Service is also governed by Nettrons’s Privacy Policy, which is fully incorporated herein by reference and available at [www.nettrons.com/privacy]. Your privacy is important to us. Our Privacy Policy includes important disclosures about how we may collect, use, and share your content and information, and how you may use the Service to share such information with other users. We encourage you to read our Privacy Policy carefully and use it to make informed decisions.

By creating an account or accessing or using the Service, you accept and agree to be bound by these Terms of Service and the Privacy Policy, and consent to the collection, use and storage of your information as outlined therein.

1.3. Updates to the Terms of Service and Privacy Policy

We reserve the right, at our discretion, to change, modify, add, or remove portions of the Terms of Service and the Privacy Policy at any time by posting the amended Terms of Service or Privacy Policy, as applicable, on or within the Service. You may also be given additional notice, such as an e-mail message or messaging within the Service, of any changes. You will be deemed to have accepted such changes by continuing to use the Service. Except as otherwise stated, all amended terms shall automatically be effective 30 days after they are initially posted. We may also revise other policies, codes or rules at any time, and the new versions will be available at www.nettrons.com or in the Service. No amendment to the Terms of Service or Privacy Policy shall apply to any dispute of which Nettrons had actual notice before the date of the amendment.

The Terms may not be otherwise amended except in a writing hand signed by you and us. For purposes of this provision, “writing” does not include an e-mail message and a signature does not include an electronic signature.

If at any point you do not agree to any portion of the then-current version of our Terms of Service, the Privacy Policy, or any other Nettrons policy, rules, or codes of conduct relating to your use of the Service, your license to use the Service shall immediately terminate and you must immediately stop using the Service.

To the extent the Terms of Service or Privacy Policy conflict with any other Nettrons terms, policy, rules, or codes of conduct, the terms contained in these Terms of Service and in the Privacy Policy shall govern.

1.4. Grant of a Limited License to Use the Service

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant Nettrons policies, Nettrons grants you a non-exclusive, non-transferable, revocable limited license, subject to the limitations set forth herein, to access and use the Service using a Nettrons supported web browser or mobile device solely for your own purposes.

1.5. Accessing the Service

By accessing or using the Service, including use of any Nettrons mobile application or browsing any Nettrons website, you accept and agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an “Account”) and/or have an account with the applications provider for your mobile device. You represent and warrant that you are not prohibited from receiving products of U.S. origin, including services, software or any merchandise or products purchased through your use of the Service. If you are between the ages of 13 and 17, you represent and warrant that your legal guardian has reviewed and agreed to these Terms.

You must provide all equipment and software necessary to connect to the Service, including, but not limited to, a mobile device that is suitable to connect with and use the Service, in cases where the Service offers a mobile component.

You are responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Service.

1.6. Use of the Service

The following restrictions apply to the use of the Service:

- a. You shall not create an Account or access the Service if you are under the age of 13.

- b. You shall monitor your Account to restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors in connection with your Account. You are responsible for any use of your credit card or other payment instrument by minors.

- c. You shall not have more than one Account at any given time and shall not create an account using a false identity or information, or on behalf of someone other than yourself.

- d. You shall not create an Account or use the Service if you are a convicted sex offender.

- e. You shall not have an Account or use the Service if you have previously been removed by Nettrons.

- f. You shall not use the Service if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals.

- g. You shall use your Account only for non-commercial purposes, except for commercial usages clearly consistent with the nature of the Services.

- h. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone.

- i. You shall not use your Account to engage in any illegal conduct.

- j. You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without the written permission of Nettrons.

- k. You shall not access or use an Account that has been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Nettrons's permission.

1.7. Account Information

When creating or updating an Account on the Service, you may be required to provide Nettrons with certain personal information, which may include your name, birth date, e-mail address, professional and biographical background, and, in some cases, payment information. This information will be held and used in accordance with the Privacy Policy and relevant "just-in-time" notices, if any, provided at the point of information collection or use. You agree that you

will supply accurate and complete information to Nettrons, and that you will update that information promptly after it changes.

You understand that on certain Nettrons websites your user ID number, name and profile picture may be publicly available and that search engines may index your name and profile photo.

1.8. Username and Password

During the Account creation process, you may be required to select a username and a password (“Login Information”). The following rules govern the security of your Login Information:

- a. You shall not share the Account or the Login Information, let anyone else access your Account, or do anything else that might jeopardize the security of your Account.
- b. If you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Nettrons and modify your Login Information.
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you.
- d. You are responsible for anything that happens through your Account.

Nettrons reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party’s rights.

1.9. License Limitations

Any use of the Service in violation of the limitations contained herein is strictly prohibited, can result in the immediate revocation of your limited license granted herein, and may subject you to liability for violations of law. **ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE IS A VIOLATION OF NETTRONS POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.**

You agree that you will not, under any circumstances:

- a. Engage in any act that Nettrons deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms or other policies.

- b. Make improper use of Nettrons' support services, including by submitting false abuse reports or using profane and abusive language in your communications with our support personnel.
- c. Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation.
- d. Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Service.
- e. Use the Service in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the Service.
- f. Without Nettrons' express written consent, modify or cause to be modified any files that are a part of the Service.
- g. Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Service (each a "Server"), or (2) the enjoyment of the Service by any other person.
- h. Institute, assist or become involved in any type of attack, including distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service.
- i. Attempt to gain unauthorized access to the Service, accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Nettrons, including by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service.
- j. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive.
- k. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.
- l. Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse or harm of another person, group, including Nettrons employees or customer service representatives.

m. Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Nettrons employee.

n. Without Nettrons' express written consent, use the Service or any part thereof for any commercial purpose, including communicating or facilitating any commercial advertisement or solicitation.

o. Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items.

p. Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Service.

q. Use any unauthorized third party software that accesses, intercepts, "mines", or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service to store information about Nettrons users or content. Nettrons may, at its sole and absolute discretion, allow the use of certain third-party user interfaces.

r. Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Service, whether through the use of a network analyzer, packet sniffer or other device.

s. Make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure.

t. Bypass any robot exclusion headers or other measures we employ to restrict access to the service or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Service, or harvest or manipulate data.

u. Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service, or (2) any connection using programs, tools, or software not expressly approved by Nettrons.

v. Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by Nettrons.

w. Copy, modify or distribute rights or content from any Nettrons site, or Nettrons' copyrights or trademarks or use any method to copy or distribute the content of the Service except as specifically allowed in these Terms of Service.

x. Solicit or attempt to solicit personal information from other users of the Service.

y. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service.

z. Upload or transmit or attempt to upload or transmit, without Nettrons' express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

1.10. Suspension and Termination of Account and Service

WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR WE SUSPECT THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICE, AND NETTRONS IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO THE SERVICE AND OUR SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Nettrons reserves the right to stop offering and/or supporting the Service or a particular part of the Service at any time either permanently or temporarily, at which point your license to use the

Service or a part thereof will be automatically terminated or suspended. In such event, Nettrons shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of the Service.

Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

You may cancel any Account registered to you at any time by following the instructions at www.nettrons.com.

1.11. Ownership

1.11.1. Service

The Service (including without limitation any titles, computer code, themes, objects, concepts, artwork, methods of operation, moral rights, documentation, and chat transcripts) are owned by Nettrons. Nettrons reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, related to the Service.

1.11.2. Accounts

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN AN ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO AN ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF NETTRONS. GENERALLY, ACCOUNTS CREATED WITH NETTRONS WILL BE CONSIDERED ACTIVE UNTIL WE RECEIVE A USER REQUEST TO DEACTIVATE OR DELETE THEM; HOWEVER, WE RESERVE THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

1.11.3. User Content

“User Content” means any communications, images, sounds, and all the material, data, and information that you upload or transmit through a Nettrons client or the Service, or that other users upload or transmit, including without limitation any chat text.

By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential, (b) not in violation of any applicable laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content, (c) free of viruses, adware, spyware, worms or other malicious

code, and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Nettrons in accordance with its Privacy Policy.

You own the User Content you upload or transmit. You hereby grant Nettrons and its Affiliates a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof in connection with our provision of the Service, including marketing and promotions thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content.

2. USER CONTENT

2.1. Content Screening

You are entirely responsible for all User Content you post or otherwise transmit via the Service. We assume no responsibility for the conduct of any user submitting any User Content nor monitoring the Service for inappropriate or illegal content or conduct.

We have no obligation to monitor User Content. If we choose at any time, in our sole discretion, to monitor the Service, we have the right, in our sole discretion, to edit, refuse to post, or remove any User Content and we may monitor and/or record your interaction with the Service or communications (including without limitation chat text and voice communications) when you are using the Service. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording.

2.2. Information Use by Other Members of the Service

2.2.1. Public Discourse & Unsolicited Ideas

The Service may include various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. Nettrons cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on the Service. Nettrons shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

If you submit suggestions, proposals, comments or other ideas or materials (collectively “Submissions”) within the Service you understand and agree that Nettrons (1) shall have no obligation to keep your Submissions confidential; (2) shall have no obligation to return your Submissions or respond in any way; and (3) may use your Submissions for any purpose in any way without notice or compensation to you.

NETTRONS IS NOT RESPONSIBLE FOR A MEMBER’S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST OR SHARE IN CONNECTION WITH THE SERVICE.

2.2.2. Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others.

Information, materials, products or services provided by other users may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Service, and Nettrons assumes no responsibility or liability for this material. If you become aware of misuse of the Service by any person, please contact us promptly using the contact information at the end of these Terms of Service or through a customer support link within the Service.

Nettrons may reject, refuse to post or delete any User Content for any or no reason. Nettrons reserves the right to limit the storage capacity of User Content that you post on, through or in connection with the Service.

2.3. Disclosure

Your information may be disclosed under certain circumstances more fully described in the Privacy Policy.

2.4. User Interactions

2.4.1 Member Disputes

You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service. Nettrons reserves the right, but has no obligation, to become involved in any way with these disputes.

2.4.2 Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from liability for any potential claims, demands and damages (actual and consequential) of any kind or nature, known or unknown, arising out of or in any way related to such disputes, including damages for loss of profits, goodwill, use or data. If you are a California resident, you acknowledge that you understand, expressly waive any rights that you have under, California Civil Code §1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.”

3. THIRD PARTY ADVERTISING

3.1. Third Party Advertisements

You understand that the Service may feature advertisements from Nettrons or third parties. Nettrons’ disclosure of information for third party advertising is addressed in the Privacy Policy.

3.2. Links to Third Party Sites and Dealings With Advertisers

Nettrons may provide links on the Service to third-party websites or vendors who may invite you to participate in promotional offers in return for receiving an optional component of the Service, upgrades to the Service or additional services. Any charges or obligations you incur in your dealings with these third parties are solely your responsibility. Nettrons makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked to from our Service, and will not be liable for any claim relating to any third-party content, goods and/or services. Such linked sites are not under the control of Nettrons and may collect data or solicit personal information from you. Nettrons is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement by Nettrons of these linked sites.

4. COPYRIGHT NOTICES/COMPLAINTS

It is our policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”). Nettrons reserves the right to terminate without notice any user’s access to the Service if that user is determined by Nettrons, in its sole discretion, to be a “repeat infringer.” In addition, Nettrons accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

5. UPDATES TO THE SERVICE

You understand that the Service may change over time. Nettrons may require that you accept updates to the Service you may access on the Internet or have installed on your computer or

mobile device. You acknowledge and agree that Nettrons may update the Service without notifying you. You understand and acknowledge that you may need to update third party software from time to time in order to receive the Service.

6. PRODUCTS

6.1 General

If you wish to purchase any goods or services through the Service (“Products”), we will ask you to supply certain information applicable to your purchase, including payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third-party payment processor must be accurate, current and complete. **YOU REPRESENT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.** You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any taxes applicable to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

Descriptions, images, references, features, content, specifications, products, price and availability of any Products are subject to change without notice.

It is your responsibility to ascertain and obey all applicable local, state, federal and international laws in regard to the possession, use and sale of any Product purchased through the Service. By placing an order, you represent that the Products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to (i) limit the available quantity of or discontinue any Product, (ii) honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or similar promotions, (iii) bar any user from making any purchases, or (iv) to refuse to provide any Product to any user.

6.2 Prices and Availability; Orders

The prices and availability of Products are subject to change without notice. We reserve the right to cancel your order, in whole or in part, at any time before a Shipping Confirmation is sent and we may rescind our acceptance and cancel your order if there is an error in price or if any of the Products ordered are no longer available.

6.3 Taxes

In states where we have no physical presence, we may not be required to collect and remit sales tax for purchases of Products. However, some states require that their residents file a sales or use tax return for items purchased through the Service. You should consult your state and local tax

laws or a CPA to determine compliance with tax laws and regulations in your area. In some states we may collect and remit sales tax. For purchases where sales tax is applicable, you will see the tax calculated on the checkout page before you are asked to confirm the purchase. We use commercially reasonable efforts to calculate, collect and remit the correct amount of tax required on each taxable purchase, but we do not guarantee the accuracy of such amount. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby waive any right to any claims you may have or develop regarding the amount of tax we collect from you in connection with the purchase of any Products and you further agree to hold Nettrons, its officers, directors, employees, agents and representatives harmless for any harm or other damages you may incur as a result of any such error.

6.4 Delivery

Fulfillment of product orders will be as specified in the Service.

6.5 Risk of Loss

The risk of loss for any Products purchased by you via the Service, which require physical delivery, shall pass to you upon tender of the item to the applicable shipment carrier.

6.6 Information Sharing

When you purchase Products we may share your personal information, including your email address, with third parties in order to complete your order and for the marketing purposes of such third parties. Please refer to our Privacy Policy for further information on how we collect and share your information.

7. DISCLAIMERS; LIMITATIONS; WAIVERS; INDEMNIFICATION

7.1. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT THE SERVICE AND ALL PRODUCTS OFFERED AND SOLD IN CONNECTION WITH THE SERVICE ARE PROVIDED BY NETTRONS ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSELY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEITHER NETTRONS NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT

PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "NETTRONS PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

7.2. LIMITATIONS; WAIVERS OF LIABILITY

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE NETTRONS PARTIES DISCLAIM ANY AND ALL LIABILITY FOR ANY DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE IN ANY JURISDICTION AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE) OR BREACH OF WARRANTY OR CONTRACT, AND THAT THE NETTRONS PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING FOR LOSS OF PROFITS OR GOODWILL.

YOU FURTHER ACKNOWLEDGE THAT THE NETTRONS PARTIES WILL NOT BE HELD LIABLE FOR, NOR WILL YOU SEEK TO HOLD THE NETTRONS PARTIES LIABLE FOR, THE CONDUCT OF ANY THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL BUSINESSES OR WEBSITES, AND THAT YOU ASSUME THE ENTIRE RISK OF USE OF THE FOREGOING.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL THE NETTRONS PARTIES BE LIABLE TO YOU FOR AN AMOUNT ABOVE THE AMOUNT YOU HAVE PAID TO NETTRONS IN THE 180 DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM OR CAUSE OF ACTION.

7.3. Indemnification

You agree to indemnify, defend and hold harmless Nettrons, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners from any and all claims, losses, damages, liabilities, including legal fees and expenses, arising out of or related to your use or misuse of the Service, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. Nettrons reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Nettrons, and you agree to cooperate with Nettrons' defense of any such claims or causes of action. Nettrons will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. You agree that the provisions in this paragraph will survive any termination of your Account(s) or use of the Service.

8. DISPUTE RESOLUTION

8.1. General

If a dispute arises between you and Nettrons, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Nettrons agree that we will resolve any dispute or controversy at law or equity that arises out of these Terms or your use of the Service (a “Dispute”) in accordance with one of the choices below or as we otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve a Dispute through alternative dispute resolution procedures.

8.2. Governing Law; Choice of Forum

These Terms and any Disputes shall be governed in all respects by the laws of the State of California, without regard to conflict of law provisions. You agree that any Dispute will be resolved exclusively by a state or federal court located in San Francisco County, California, except as otherwise agreed by us or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within San Francisco County, California for the purpose of litigating all such claims or disputes.

8.3. Arbitration Option

Upon mutual agreement of the parties hereto, we may elect to resolve any Dispute in a cost effective manner through binding arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon the parties. In such a circumstance, any judgment or the award rendered by the ADR provider shall be final and binding.

9. SEVERABILITY

If any portion of these Terms of Service or of the Privacy Policy is found to be illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

10. GENERAL PROVISIONS

10.1. Assignment

Nettrons may assign or delegate these Terms of Service and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Nettrons’ prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

10.2. Supplemental Policies

Nettrons may publish additional policies related to specific services such as applications for mobile devices, forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms of Service.

10.3. Entire Agreement

These Terms and any supplemental policies or documents expressly incorporated by reference herein (including our Privacy Policy), contain the entire understanding between you and us regarding your use of the Service, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

10.4. No Waiver

Our failure to enforce your strict adherence to these Terms or the terms of the Privacy Policy or any failure to exercise any right granted to us herein shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by us of any provision, condition, or requirement of these Terms or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth herein, none of our representations, statements, consents, waivers, or other acts or omissions shall be deemed a modification of these Terms nor be legally binding, unless otherwise stated in writing.

10.6. Notices

All notices given or required from us may be accomplished by means of postings on www.nettrons.com, e-mail or any other communications means allowed by the information you provide to us. All notices given by you or required from you under these Terms of Service or the Privacy Policy shall be in writing and addressed to: Nettrons, Inc., Attn: LEGAL DEPARTMENT, 465 N. Whisman Road, Suite 600, Mountain View, California 94043. Any notices that you provide without compliance with this section shall have no legal effect.

10.7. Equitable Remedies

You acknowledge that the rights granted and obligations created under these Terms are of a unique and irreplaceable nature, the loss of which shall irreparably harm Nettrons and which cannot be replaced by monetary damages alone. Accordingly, Nettrons shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

10.8. Force Majeure

Nettrons shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Nettrons, including without limitation those due to unforeseen circumstances or cause beyond Nettrons' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Contact:

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