

Terms of Service

Welcome to RemoveAlist! These Terms of Service (these "Terms") of Simply Save Australia Pty Ltd., dba RemoveAlist ("we," "our," or "us") are an agreement that describes your rights and responsibilities as an RemoveAlist customer.

More specifically, these Terms govern how you may access and use: (i) removealist.au, its subdomains, and any other website where these Terms are posted; (ii) RemoveAlist's online hosted services; and (iii) RemoveAlist's "Software," meaning, collectively, our browser extensions, mobile applications, other downloadable apps, application programming interfaces ("APIs"), and tools and documentation ((i) through (iii) collectively, our "Service" or "RemoveAlist").

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. BY CREATING AN REMOVEALIST ACCOUNT, CLICKING "SIGN UP", "SIGN UP WITH GOOGLE", "SIGN UP FOR FREE", "SUBMIT", OR THE LIKE INDICATING ACCEPTANCE ELECTRONICALLY, OR BY ACCESSING OR USING REMOVEALIST, YOU SIGNIFY THAT YOU HAVE READ, HAVE UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, AND THAT YOU HAVE READ, HAVE UNDERSTOOD, AND ACKNOWLEDGE OUR PRIVACY POLICY, WHICH IS AVAILABLE AT [REMOVEALIST.AU/PRIVACY](https://removealist.au/privacy) ("**PRIVACY POLICY**"), WHETHER OR NOT YOU ARE A REGISTERED USER OF REMOVEALIST. WE RESERVE ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THESE TERMS.

If you are an individual and you access or use RemoveAlist on behalf of a company, principal, or other entity, such as your employer (each, together with its affiliates, an "**Organization**"), then: (i) these Terms of Service are an agreement between us and you and us and that Organization; (ii) you represent and warrant that you have the authority to bind that Organization to these Terms (and if you do not have the authority, you may not access or use RemoveAlist); (iii) your acceptance of these Terms will bind such Organization to these Terms; (iv) your individual right to access and use RemoveAlist may be suspended or terminated (and ownership and administration of your RemoveAlist Account may be transferred) if you cease to be associated with, or cease to use an email address associated with or provisioned by, that Organization; (v) we may disclose information regarding you and your use of the Service with such Organization; and (vi) the terms "you" and "your", as used in these Terms, refer to both you and such Organization. If you sign up for RemoveAlist using an email address associated with or provisioned by an Organization, or if an Organization pays fees due in connection with your access to or use of RemoveAlist (or reimburses you for payment of such fees), or otherwise, then we may deem you, in our sole discretion, to be accessing and using RemoveAlist on behalf of that Organization.

1. Our Service

1.1 Eligibility

You may use RemoveAlist only if you can form a legally binding contract with us (and on behalf of your Organization as applicable), and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. To use RemoveAlist, you must be at least 13 years old, and in some circumstances even older (please check your local law for the age of digital consent). You represent and warrant that you meet the applicable age requirements and are competent to agree to these Terms, or, if you are unable to form a binding contract under applicable law, you represent and warrant that you have your parent's or legal guardian's permission to use RemoveAlist, and that your parent or legal guardian is agreeing to these Terms concurrently. If you are a parent or legal guardian of an RemoveAlist user who is unable to form a binding contract under applicable law, you are agreeing to these Terms and you are responsible for such RemoveAlist user's activity on RemoveAlist. RemoveAlist is not available to any users who were previously removed from the Service.

1.2 Access, Restrictions, and Use

Subject to your compliance with these Terms, you may access and use RemoveAlist during the Subscription Term (defined below). Except as we otherwise agree in writing or to the extent a restriction is prohibited by law, you agree not to do, and not to assist, permit or enable any third party or Application (defined below) to do, any of the following:

- a. disassemble, reverse engineer, decode, or decompile any part of RemoveAlist;
- b. use any robot, spider, scraper, data mining tool, data gathering or extraction tool, or any other automated means, to access, collect, copy or record RemoveAlist;
- c. copy, rent, lease, sell, loan, transfer, assign, sublicense, resell, distribute, modify, alter, or create derivative works of any part of RemoveAlist or any of our Intellectual Property (defined below);
- d. use RemoveAlist in a manner that impacts: (i) the stability of our servers; (ii) the operation or performance of RemoveAlist or any other user's use of RemoveAlist; or (iii) the behavior of other applications using RemoveAlist;
- e. use RemoveAlist in any manner or for any purpose (including, without limitation, by providing RemoveAlist with access to any of Your Content) that: (i) violates or promotes the violation of any applicable law, regulation, legal requirement, contractual obligation, or right of any person including, but not limited to, intellectual property rights, rights of privacy, or rights of personality; (ii) is fraudulent, false, deceptive, or defamatory; (iii) promotes

- hatred, violence, or harm against any individual or group; (iv) otherwise may be harmful or objectionable (in our sole discretion) to us, our providers, our suppliers, or our users;
- f. overload, flood, spam, or mail-bomb the Service; or otherwise use the Service in a manner that interferes with or creates an undue burden on the Service, including by sending unsolicited communications, promotions, advertisements, or spam;
 - g. use or display RemoveAlist in competition with us, to develop competing products or services, for benchmarking or competitive analysis of RemoveAlist, or otherwise to our detriment or disadvantage;
 - h. attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running RemoveAlist;
 - i. transmit viruses, worms, or other software agents through RemoveAlist;
 - j. impersonate another person or misrepresent your affiliation with a person or entity, hide or attempt to hide your identity, or otherwise use RemoveAlist for any invasive or fraudulent purpose;
 - k. share passwords or authentication credentials for RemoveAlist, or otherwise circumvent the measures we may use to prevent or restrict access to RemoveAlist or enforce limitations on use of RemoveAlist; or
 - l. identify or refer to us or RemoveAlist in a manner that could reasonably imply an endorsement, relationship, or affiliation with or sponsorship between you or a third party and us, other than your permitted use of RemoveAlist under these Terms, without our express written consent.

1.3 RemoveAlist Accounts

Your account on RemoveAlist (your "**RemoveAlist Account**") gives you access to the services and functionality that we may establish and maintain from time to time. We may maintain different types of RemoveAlist Accounts for different types of users. You acknowledge that you do not own your RemoveAlist Account.

You may not use another user's RemoveAlist Account without such user's permission. You are solely responsible for the activity that occurs on your RemoveAlist Account, and you must keep your RemoveAlist Account password(s) strong and secure. You should notify us immediately of any breach of security or unauthorized use of your RemoveAlist Account. Any individual with administrator-level access to your RemoveAlist Account can modify your RemoveAlist Account settings, access and billing information. We will not be liable for any losses caused by any unauthorized use of your RemoveAlist Account, or for any changes to your RemoveAlist Account, including your ability to access your RemoveAlist Account or Your Content (defined below), made by any individual with administrator-level access to your RemoveAlist Account.

You may control certain aspects of your RemoveAlist Account profile and how you interact with RemoveAlist by changing the settings in your settings page. By providing us with your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other marketing or advertising messages, such as changes to features of RemoveAlist and special offers. If you do not want to receive such email messages, you may opt out or change your preferences by contacting RemoveAlist Support at support@RemoveAlist.com or by clicking the unsubscribe link within each marketing or advertising message. Opting out will not prevent you from receiving Service-related notices.

1.4 Your Content

As between us and you, you (or your licensors) will own any and all information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from you (or on your behalf) by or through RemoveAlist ("**Your Content**").

You can remove Your Content from your RemoveAlist Account by deleting it. However, in certain instances, some of Your Content may not be completely removed. We are not responsible or liable for the removal or deletion of any of Your Content, or any failure to remove or delete such content.

In connection with Your Content, you represent and warrant that: (i) you have all necessary rights, licenses and consents to provide, receive, access and/or use Your Content and any other content you provide, receive, access and/or use through or in connection with RemoveAlist; and (ii) Your Content and our use thereof as contemplated by these Terms and the Service will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights.

We take no responsibility and assume no liability for Your Content. You shall be solely responsible for Your Content and the consequences of posting it, publishing it, sharing it, or otherwise making it available on RemoveAlist. You shall be solely responsible and indemnify us for Your Content.

1.5 Software

To the extent you receive our Software, subject to your compliance with these Terms, during the applicable Subscription Term, we grant to you a non-exclusive, non-transferable, non-sublicensable right and license to use our Software solely as reasonably necessary for your use of RemoveAlist in accordance with these Terms.

1.6 Service Changes, Suspension, and Termination

You may cancel your RemoveAlist Account through your Account Settings page, though we will be sorry to see you go. We may change RemoveAlist, stop providing RemoveAlist or features of RemoveAlist to you or to our users generally, or create usage limits for RemoveAlist. We may permanently or temporarily terminate or suspend your access to RemoveAlist without notice and liability, without cause or for any reason, including if in our sole determination you violate any provision of these Terms. Upon termination, you continue to be bound by these Terms.

2. Our Intellectual Property

You acknowledge and agree that RemoveAlist and all materials and content displayed or made available on RemoveAlist, and all software, algorithms, code, technology and intellectual property underlying and included in or with RemoveAlist, and all intellectual property rights therein and thereto throughout the world (collectively and individually, our "**Intellectual Property**"), are our (or our licensors' as applicable) sole and exclusive property. Except as explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any intellectual property rights, and you agree not to access, sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of our Intellectual Property.

You may choose to, or we may invite you to submit, comments, feedback or ideas about RemoveAlist, including without limitation about how to improve RemoveAlist or our products ("**Feedback**"). By submitting any Feedback, you agree that RemoveAlist will own such Feedback, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

3. Charges and Payment

3.1 Subscription Plans

We may offer plans that you can sign up for that allow you to use certain aspects of RemoveAlist, either for free or for a fee (a "**Subscription Plan**"). We may change Subscription Plans by offering new services for additional fees and charges and adding or amending fees and charges for existing Subscription Plans in our sole discretion. Any change to a Subscription Plan's pricing or payment terms will become effective in the billing cycle following notice of such change to you as provided in

these Terms. Subscription Plans may set allotments for use of designated Service aspects. Use of Service aspects in excess of a Subscription Plan's designated allotment may result in (additional) fees, as specified in the plan, and such fees will be included in a true-up invoice or charged automatically via the payment method associated with your RemoveAlist Account ("**Payment Method**").

3.2 Billing and Payment

For any paid Subscription Plan, you agree to make payments, and we may automatically charge your Payment Method, as described below, for so long as your RemoveAlist Account remains active. Subscription Plans may be offered for a set subscription period (each such period, a "**Subscription Term**"). If you elect to use a paid Subscription Plan, you agree to the pricing and payment terms specified at checkout, at RemoveAlist.com/pricing, as otherwise posted or communicated to you, as we may update them from time to time. You must provide RemoveAlist with a current, valid, accepted Payment Method. When you initiate a purchase transaction, you authorize us to provide your payment information to third parties so we can complete your transaction and to charge your Payment Method,, for the type of transaction you have selected (plus any applicable taxes and other charges) and any applicable recurring charges as described below. You will pay applicable taxes, if any, relating to any such transaction and are also responsible for any payment-related fees such as wire transfer fees, credit card processing fees, and foreign transaction fees. If your payment is not successfully settled for any reason, you remain responsible for any amounts not remitted to us. All payments for transactions are non-refundable and non-transferable except as expressly provided in these Terms.

3.3 Renewals

Your subscription continues until cancelled by you or we terminate your access to or use of RemoveAlist in accordance with these Terms. All Subscription Plans will automatically renew until cancelled by you for renewal terms equal in length to the original Subscription Term. If you do not want a Subscription Plan to renew, you must cancel it at least thirty (30) days before the end of the Subscription Term by providing written notice to us of such cancellation (including by email to support@RemoveAlist.com or via your account settings page on your RemoveAlist Account). If you purchase a Subscription Plan, we (or our third-party payment processor) will automatically charge you each year on the anniversary of the commencement of your subscription, using the payment information you have provided, until you cancel your subscription. By agreeing to these Terms and electing to purchase a Subscription Plan, you acknowledge that your Subscription Plan has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your subscription by you or us.

3.4 Cancellations

If we terminate your Subscription Plan, except in the event of your breach or failure to pay fees when due, we will grant you a prorated refund for the remaining unused portion of your Subscription Term. You are not entitled to a refund for any Subscription Plan that you cancel, unless you live in the European Union or Turkey, in which case you are eligible for a refund only if you cancel your subscription within fourteen (14) days of purchase. If you cancel or terminate your Subscription Plan, your right to use RemoveAlist will continue until the end of your then-current Subscription Term and then terminate without further charges.

3.5 Late Payments

Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less (plus the costs of collection).

4. Additional Terms for Mobile Applications

4.1 Mobile Applications

We may make available software to access our Service via a compatible mobile device ("**Mobile Applications**"). You may incur mobile data charges from your wireless provider in connection with the Mobile Applications, and you agree that you are solely responsible for any such charges. We grant you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for your RemoveAlist Account on one or more mobile devices owned or leased solely by you, solely in accordance with these Terms. You acknowledge that we may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof. We or our third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void.

4.2 App Store Terms

If you acquire any Mobile Applications from any third-party app store: (i) you acknowledge that these Terms are between you and us only, and not with such third party; (ii) your use of such Mobile Applications must comply with such third party's then-current app store terms and conditions; (iii) such third party is only a provider of the app store where you obtained such Mobile Applications; (iv) we, and not such third party, are solely responsible for our Mobile Applications; (v) such third-party has no obligation or liability to you with respect to such Mobile Applications or these Terms; and (vi) you acknowledge and agree that such third-party is a third-party beneficiary to these Terms as it relates to such Mobile Applications.

5. Privacy

We care about the privacy of our users. By using RemoveAlist you acknowledge that we may collect, use, and disclose your personal information and aggregate and/or anonymized data as set forth in our Privacy Policy, available at RemoveAlist.au/privacy, and acknowledge that you may have your personal information collected, used, transferred to and processed in the United States. If your use of the Service requires us to process any personal data or personal information, as these terms are defined in and in accordance with applicable privacy laws or regulations, we will do so at all times in accordance with any applicable Data Processing Addendum (our "**DPA**"). You may access and sign our DPA [here](#). Once executed, the DPA will be incorporated into these Terms by reference.

6. Security

We have implemented commercially reasonable technical and organizational measures designed to secure Your Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Your Content for improper purposes. You understand that internet technologies have the inherent potential for disclosure. You acknowledge that you provide Your Content at your own risk.

7. Third-Party Services and Marketplace Extensions

OUR SERVICE MAY CONTAIN LINKS TO THIRD-PARTY MATERIALS THAT ARE NOT OWNED OR CONTROLLED BY US, WE MAY REFER YOU TO CERTAIN THIRD PARTIES WHO PROVIDE INDEPENDENT SERVICES RELATING TO OR SUPPORTING YOUR USE OF OUR SERVICE, AND CERTAIN FUNCTIONALITY OF OUR SERVICE MAY REQUIRE YOUR USE OF, OR MAY BE COMPATIBLE WITH, THIRD-PARTY SERVICES, SITES, INFORMATION, MATERIALS, PRODUCTS, APPLICATIONS (INCLUDING APPLICATIONS FROM THE REMOVEALIST MARKETPLACE), OR SERVICES (EACH, A "**THIRD-PARTY**

SERVICE"). IF YOU USE A THIRD-PARTY SERVICE, YOU ARE SUBJECT TO AND AGREE TO THE THIRD PARTY'S TERMS OF SERVICE (OR OTHER APPLICABLE TERMS AND CONDITIONS) AND PRIVACY POLICY MADE AVAILABLE BY OR VIA THE THIRD-PARTY SERVICE. WE DO NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY SUCH THIRD-PARTY SERVICE (EVEN WHERE WE PERFORM A REVIEW OF THE FUNCTIONALITY OR SECURITY OF SUCH A THIRD-PARTY SERVICE, SUCH AS AN APPLICATION DEVELOPED BY A THIRD-PARTY AND MADE AVAILABLE THROUGH THE REMOVEALIST MARKETPLACE). IF YOU ACCESS A THIRD-PARTY SERVICE FROM OR WITH REMOVEALIST OR SHARE YOUR CONTENT ON OR THROUGH ANY THIRD-PARTY SERVICE, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THESE TERMS AND OUR PRIVACY POLICY DO NOT APPLY TO YOUR USE OF SUCH SERVICES. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY SERVICE.

8. Indemnity

You agree to defend, indemnify and hold us and our affiliates, agents, suppliers or licensors (and our and their employees, contractors, agents, officers and directors) harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your access to or use of RemoveAlist; (ii) your violation of any aspect of these Terms, including without limitation your breach of any of your representations and warranties; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) Your Content, including without limitation any misleading, false, or inaccurate information in Your Content; (vi) your willful misconduct; or (vii) any third party's access to or use of RemoveAlist with your username(s), password(s) or other security code(s).

9. No Warranty

OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF OUR SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE, OUR SUBSIDIARIES, OUR AFFILIATES, AND OUR LICENSORS DO NOT WARRANT THAT ANY CONTENT ON OUR SERVICE IS ACCURATE, RELIABLE OR CORRECT; THAT OUR SERVICE WILL MEET YOUR REQUIREMENTS; THAT OUR SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION,

UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT OUR SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF OUR SERVICE OR ANY DOWNLOAD OF CONTENT THROUGH THE USE OF OUR SERVICE. FEDERAL LAW, SOME STATES OR PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, OUR SERVICE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH OUR SERVICE; AND/OR (VII) YOUR DATA OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT WILL WE OR OUR AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS,

DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Confidentiality

11.1 Confidential Information

From time to time, either party to these Terms (the "**Disclosing Party**") may disclose or make available to the other (the "**Receiving Party**") non-public, proprietary, or confidential information of the Disclosing Party ("**Confidential Information**").

Confidential Information includes any information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including non-public business, product, technology and marketing information. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this confidentiality section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure thereof; or (iv) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information.

11.2 Protection and Use of Confidential Information

The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially-reasonable degree of care; (ii) only use the Disclosing Party's Confidential Information, and only permit it to be accessed or used, for the purpose of exercising its rights or performing its obligations under these Terms, for the purpose of exploring a business relationship (or changes to the business relationship) between the parties, or for any other purpose consistent with the

Privacy Policy; and (iii) not disclose any of the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's service providers or financial/legal advisors who need to know the Confidential Information and are bound to confidentiality obligations at least as restrictive as those in these Terms.

11.3 Compelled Access or Disclosure

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially-reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy.

11.4 Injunctive Relief

Each of the parties to these Terms acknowledges that the other party will be irreparably harmed if Confidential Information of the other is distributed in breach of this Section, and that such other party would not have an adequate remedy at law in the event of such an actual or threatened breach. Therefore, each of the parties agrees that the other party shall be entitled to seek injunctive relief against any actual or threatened breaches of this Section by the other party without the necessity of showing actual damages or showing that monetary damages would not afford an adequate remedy.

13. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

13.1 Governing Law

You agree that: (i) we will be deemed solely based in California; and (ii) the Service will be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. These Terms will be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents,

or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

11.2 Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. For any dispute with us, you agree to first contact us at legal@RemoveAlist.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute we have with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Francisco, California, unless you and we agree otherwise. If you are using RemoveAlist for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using RemoveAlist for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. NOTHING IN THIS SECTION WILL BE DEEMED AS PREVENTING US FROM SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM THE COURTS AS NECESSARY TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF OUR DATA SECURITY, INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS.

11.3 Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED OUR SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY,

AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

12. Publicity Rights

We may identify you as an RemoveAlist customer in our promotional materials. We will promptly stop doing so upon your request sent to support@RemoveAlist.com.

13. General

13.1 Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior express written consent, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof will be null and void.

13.2 Notification Procedures and Changes to these Terms

We may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as we determine in our sole discretion. We reserve the right to determine the form and means of providing notifications to our users, provided that you may opt out of certain notifications as required under applicable laws or as described in these Terms or our Privacy Policy. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We may, in our sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Terms. These Terms apply to and govern your access to and use of our Service effective as of the start of your access to or use of our Service, even if such access or use began before publication of these Terms. Your continued use of RemoveAlist after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any part of these Terms or any future Terms of Service, do not use or access (or continue to access) RemoveAlist.

13.3 Entire Agreement/Severability

These Terms, together with any amendments and any additional agreements you may enter into with us in connection with RemoveAlist, will constitute the entire agreement between you and us concerning RemoveAlist. None of our employees or representatives are authorized to make any modification or addition to these Terms. Any statements or comments made between you and any of our employees or representatives are expressly excluded from these Terms and will not apply to you or us or your use of RemoveAlist. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement will be unenforceable.

13.4 No Waiver

No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

13.5 Contact

If you have any questions about these Terms, please contact us at legal@RemoveAlist.com.