

# 1. ACCEPTANCE

LaunchSplash provides its service ("Service") to you, subject to the following Terms of Service ("TOS"). The TOS tell you what you can expect from the Service, and what LaunchSplash expects of you. LaunchSplash may amend the TOS at any time by posting an amended TOS on our website. The TOS may not be otherwise amended except in a writing signed by you and LaunchSplash.

# 2. REGISTRATION OBLIGATIONS

You must register for a membership in order to access the Service. When completing the registration form, you will provide true, accurate, and complete information, and maintain and promptly update this information. If you provide any information that is untrue, inaccurate, or incomplete, or LaunchSplash has reasonable grounds to suspect that the information is untrue, inaccurate, or incomplete, LaunchSplash has the right to suspend or terminate your membership and access to the Service. You are responsible for obtaining access to the Service, which access may involve third party fees (such as Internet service provider charges). In addition, you must provide and are responsible for all equipment necessary to access the Service. You will enter a password and login name during the registration process. You are responsible for maintaining the confidentiality of your password and login name, and are responsible for all activities that occur with your password and login name, including fees incurred and all purchases made by your membership on the Service. This means that, unless your password and login name, or credit card information is obtained unlawfully or fraudulently, you will be responsible for all fees incurred and purchases made by your membership. You will immediately notify LaunchSplash of any unauthorized use of your membership or any other breach of security.

### **3. MEMBERSHIP, FEES**

Individuals may obtain a membership with the Service without paying a fee. LaunchSplash will charge fees to access certain components of the Service. If you must pay a fee to access a component of the Service, this information will be posted by LaunchSplash on the Service. You may use a credit card to pay these fees. When you use a credit card for payment, you represent to LaunchSplash that you are the authorized card holder. For recurring fees, LaunchSplash will charge your credit card each month. For one-time fees, LaunchSplash will charge your credit card once. LaunchSplash reserves the right to change its fees or billing methods. If any change is unacceptable to you, you may cancel your membership, but LaunchSplash will not refund any fees that may have accrued to your membership before you cancel it. LaunchSplash may also charge you for any sales or use taxes to which the Service is subject.

### **4. PROHIBITED USES**

You agree that you will not: impersonate any person, including a LaunchSplash employee or agent on the Service; violate any local, state, or national law through or on the Service; harass people through or on the Service; collect or store data about other people using the Service; use any device, software or routine to interfere or attempt to interfere with the proper working of the Service; take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service; use the Service in any manner other than as expressly authorized in the TOS; reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## 5. OWNERSHIP AND RESTRICTIONS

The license granted in these TOS does not constitute a transfer or sale of LaunchSplash's ownership rights in the LaunchSplash Database. LaunchSplash retains all right, title, and interest in and to the LaunchSplash Database including all related intellectual property rights. You will use your best efforts to prevent and protect the contents of the LaunchSplash Database from unauthorized use or distribution. You must not rent, lease, sublicense, sell, assign, loan, distribute, transmit, or otherwise transfer any content of the service, including the LaunchSplash Database, or your rights and obligations pursuant to the TOS. You must not copy, reproduce, alter, modify, create derivative works, or publicly display any content of the Service, including the LaunchSplash Database, unless expressly authorized in the TOS.

## 6. CHILDREN

LaunchSplash's policy is to prohibit children under the age of 13 from purchasing, accessing, registering, or using any of LaunchSplash's products and services. You may not register or use the Service if you are under 13 years old. By registering, installing, and accepting these TOS you represent to LaunchSplash that you are at least 13 years old.

## 7. LAUNCHSPLASH PRIVACY POLICY

Certain registration information and other information about you may be collected by LaunchSplash and through the Service. LaunchSplash's use of this information is governed by the LaunchSplash [Privacy Policy](#).

## 8. USER WARRANTY

You represent and warrant to LaunchSplash: (a) that you have full power, authority, and legal capacity to enter into the Agreements and follow its obligations, and if you are registering on behalf of a company or other entity, you have the authority to bind your principal or employer company; (b) you will provide complete and accurate information to LaunchSplash; and (c) you will pay all charges that you incur at LaunchSplash's then-current rates.

## **9. INDEMNITY**

You will indemnify and hold LaunchSplash, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your violation of the TOS, or your violation of any rights of a third party.

## **10. MODIFICATIONS TO SERVICE**

LaunchSplash reserves the right at any time to modify or discontinue, temporarily or permanently, the Service or any part of it with or without notice. LaunchSplash will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

## **11. TERMINATION**

You have the right to terminate or cancel your membership at any time. You understand and agree that the cancellation of your membership or a particular component of the Service is your sole right and remedy with respect to any dispute with LaunchSplash. This includes, but is not limited to, any dispute related to or arising out of: (a) any term of the TOS or LaunchSplash's enforcement or application of the TOS; (b) any policy or practice of LaunchSplash,

including the Privacy Policy, or LaunchSplash's enforcement or application of these policies; (c) the data available through the Service; (d) your ability to access and use the Service; or (e) the amount or type of fees, surcharges, applicable taxes, and any LaunchSplash billing methods. LaunchSplash, in its sole discretion, may terminate your membership and remove and discard any of your Recommendations without notice if LaunchSplash believes that you have violated or acted inconsistently with the TOS.

LaunchSplash will not be liable to you for termination of your membership to the Service. Sections 6, 7, 8, 10, 11, 12, 16, and 17 will survive the termination of the TOS and your membership.

## **12. LINKS**

The Service may provide links to third party web sites. LaunchSplash has no control over these sites and is not responsible for their availability, does not endorse them, and is not responsible or liable for any content, goods, or services available from these sites.

LaunchSplash will not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods, or services available through these sites.

## **13. DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

LAUNCHSPLASH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT RELATED TO THE SERVICE. ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR

OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSS OF DATA OR EMAIL THAT RESULTS FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LAUNCHSPASH OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

## **14. LIMITATION OF LIABILITY**

LAUNCHSPASH WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF LAUNCHSPASH HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL LAUNCHSPASH'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF (A) THE AMOUNT OF FEES PAID BY YOU TO LAUNCHSPASH IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE TOS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **15. TRADEMARK INFORMATION**

LaunchSplash, the LaunchSplash logo, and other LaunchSplash logos, products and service names are trademarks of LaunchSplash. You must not display or use them in any manner.

## **16. ARBITRATION**

Any legal controversy or legal claim arising out of or relating to the TOS or the Service, excluding legal action taken by LaunchSplash to collect fees or recover damages for, or obtain an injunction relating to, LaunchSplash's intellectual property or the Service, will be settled by binding and final arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Louis County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction. Either you or LaunchSplash may seek any interim or preliminary relief from a court of competent jurisdiction in King County, Washington necessary to protect the rights or property of you or LaunchSplash pending the completion of arbitration. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

## **17. GENERAL INFORMATION**

LaunchSplash may provide notices to you pursuant to the TOS through email, regular mail, or by displaying conspicuous notices or links to notices to you on the Service. The TOS constitutes the entire agreement between you and LaunchSplash and governs your use of the Service, superseding any prior agreements between you and LaunchSplash. You also may be subject to additional terms and

conditions that may apply when you use other LaunchSplash products or services. The TOS and the relationship between you and LaunchSplash will be governed by the laws of the State of Washington, without regard to its conflict of law provisions. You consent to the jurisdiction of the state and federal courts located in King County, Washington. The failure of LaunchSplash to exercise or enforce any right or provision of the TOS will not constitute a waiver of the right or provision. If any provision of the TOS is found to be invalid, the other provisions of the TOS will remain in full force and effect. Any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after the claim or cause of action arose or be forever barred.