

# Dealr, Inc. Terms of Use

**As Amended February 14, 2017**

The following Terms of Use (the “Terms”) shall apply when Users view, use, make purchases , or perform any other action through Company Services. Please review the Terms carefully. By accessing or using the Services, you signify your agreement to these Terms. If you do not agree to these Terms, you may not access Company Services. These Terms shall include Dealr’s Privacy Policy, which is incorporated by reference in these Terms.

## **Definitions**

- A. “dealr.cloud,” “Dealr, Inc.” and “Company” shall refer to the company Dealr, a company organized under the laws of Colorado;
- B. “User” shall refer to any person or entity accessing or using Company Services;
- C. “User Submitted Content” shall refer to any and all content Users may upload, share, post, transmit, or otherwise, onto or within Company Services.
- D. “Terms” shall collectively refer to these Terms of Service and the linked Privacy Policy; and
- E. “Services” shall collectively refer to dealr.cloud and all services other offered by dealr.cloud including, but not limited to, access to the dealr.cloud website, online products, and any and all services.

## **Changes to Terms of Service and Notices**

Dealr may modify the Terms at any time, under its discretion. Should there be any material changes to the Terms, Users shall be notified. It shall be posted on Services and on the Company mobile website if applicable. At the beginning of each set of Terms, the effective date shall be posted. Users agree the continued access of Services after the effective date, warrants their acceptance to the modifications.

## **Service Eligibility**

In order to use Services, Users must be 18 years old, or older, and have the requisite power and authority to accept these Terms. If one is under 18 years of age, such person is strictly prohibited from using Services. People, businesses, or otherwise, may not access Services if they have been previously banned from Services. If you are using Services on behalf of a company, entity, or organization, then you represent and warrant you are: an authorized representative of such organization; have the requisite authority to bind the organization to these Terms; and agree to be bound by these Terms on behalf of such organization.

All Users hereby consent that having their User Submitted Content and personal data transferred to, if applicable, and processed in the United States of America. In the event a User is located in a country that presently has a trade embargo with the United States, or such User is on the U.S. Treasury Department’s list of Specially Designated Nationals, such User is expressly prohibited

from engaging in commercial activities on dealr.cloud, in any way. Further, such Users are expressly prohibited from receiving products, services, or software originating from the United States.

### **Service Permission**

Company grants Users permission to use Services subject to all restrictions set out in these Terms. Use of Services is at User's own risk, including the risk of exposure to offensive, indecent, inaccurate, objectionable, or otherwise inappropriate content.

### **Service Availability**

Company Services may be offered on the Internet and mobile application. Company provides Services to Users, and Services may be interrupted, suspended, un-secure, modified, updated, discontinued, or unavailable in particular locations. This may happen without notice from Company, and Company shall not be held liable for any issues regarding Services availability.

### **User Accounts**

In order to use certain Services, Users may be required to create a User Account and provide personal information for its creation. Users are solely responsible for remembering and maintaining the security of their User names and passwords. User must notify Dealr of any unauthorized access to user Accounts. Users are expressly prohibited from allowing others to access Company Services through their User Account. Users may not transfer their account to any other person without getting prior written permission from Dealr. If User changes any of their access information, or contact information within their account, they must update their account information on Dealr within forty-eight (48) hours to ensure that User properly receives messages. Dealr may suspend, terminate, modify, or delete User Accounts, with or without notice, to Users, at any time and for any reason. Users are required to provide complete and accurate information in the creation of their User Accounts. Users are expressly prohibited from creating names with false information, false names, false business names, or creating multiple User Accounts. If Dealr discovers any of Users' Account details violate any rights of others, Dealr reserves the right to remove or reclaim it if Company believes it is appropriate. Users may delete their Account, Account Content, and all other Account information, at any time, by sending an email to Dealr to the address below with the following subject line:

To: info@dealr.cloud

Subject: Account Termination

### **User Submitted Content**

As part of Company Services, Users may be allowed to upload comments and User Submitted Content. Such content does not necessarily reflect the opinions or beliefs of Dealr. Company reserves the right to delete any User Submitted Content that it deems inappropriate, by its own standards, in its own discretion, with or without notice to User. Any User Submitted Content that Users submit to Company Services, automatically, and irrevocable becomes the sole property of Dealr.

Dealr reserves the right to partner with other companies and organizations in the future. Should Company choose to do so, any User Submitted Content, may be shared on such other

companies' websites, mobile applications or otherwise.

### **Dealr Intellectual Property**

Company owns all intellectual property connected to Services, including but not limited to the dealr.cloud website, any applications, or otherwise. This shall include visual interfaces, graphic design, website design, logo, application development, interactive features, compilation, technological code, software, Company hardware, and any method of compiling or analyzing Users' Content as may be applicable. This shall be considered Company intellectual property, which is protected worldwide by copyrights, trademarks, trade secrets, and any other applicable intellectual property rights. These rights shall apply to property now existing or that which is created in the future by Company. User may not copy, reproduce, distribute, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of Company content on Services. Such unauthorized use may violate copyright, trademark, and communication regulations.

### **Privacy Policy**

By using Company Services or the dealr.cloud website, Users hereby agree to the Dealr's Privacy Policy which may be found on the dealr.cloud website.

### **Copyright Policy**

The following Copyright Policy (the "Policy") explains how Company respects the intellectual property rights (the "IP Rights") of others and describes Company's policy concerning rules and regulations of its Company and Services. If anyone believes their IP Rights have been infringed, please contact Company with contact information found in the Contact Information Section located at the end of this Policy.

- A. Changes to Policy. Company may modify this Policy at any time, under its discretion. Should there be any material changes to the Policy, Users shall be notified with a one (1) month notice prior to the effective date of the new policy. At the beginning of each set of Policies, the effective date shall be posted. Users agree the continued access of Services after the effective date, warrants their acceptance to the modifications.
- B. Prohibitions. Dealr prohibits Users from uploading, posting, transmitting, or otherwise making available, any content that violates any IP Rights of any person, company, or otherwise. This prohibition shall apply to any of Company Services including the dealr.cloud websites, web pages, applications, widgets, blogs, social networks, or otherwise. Any violations of US Copyright Law, shall subject offenders to its penalties to the fullest extent allowed under law. Company reserves the right to terminate any User who is in violation of IP Rights of other users, persons, company, or otherwise. Company requests Users adhere to these same policies. Pursuant to the Digital Millennium Copyright Act of 1998 (17 U.S.C. § 512) (the "DMCA") and US Copyright Law. Company may terminate Users' access to Services, and use thereof, if Company deems User is repeatedly infringing the IP Rights of another User, person, company, or otherwise. Company is not responsible for any errors in web based material and shall not be liable for any damages arising from the use of such material found on the dealr.cloud website.

- C. DMCA. The DMCA and US Copyright Law provides the framework for owners of IP Rights who believe their material that is appearing in public infringes their IP Rights under US Copyright Law. It is Dealr's policy to respond to all notices and counter-notices that are in conformity with the requirements under 17 U.S.C. § 512(c)(3)). Notices and counter-notices must meet the then-current statutory requirements imposed under the DMCA. Please visit [www.copyright.gov](http://www.copyright.gov) for up to date details of current DMCA legislation.
- a. Take-Down Notices. If one believes their IP Rights have been infringed upon by any materials in Company's Services, such person may submit a notification pursuant to the DMCA (17 U.S.C. §512(c)(3)) by sending a properly formatted take-down notice to Company at the address in Contact Information Section. Please include all required information, including:
- i. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
  - ii. In sufficient detail, provide the copyrighted work that you claim has been infringed. If multiple copyrighted works on the dealr.cloud website are covered by a single notification, you may provide a representative list of such works on the websites; however, the representative list must still contain sufficient detail of the copyrighted works so that we can identify them;
  - iii. The URL or other specific location on the dealr.cloud website that contain the material that you claim to be infringing your copyright. You must provide us with reasonably sufficient information to enable us to locate the alleged infringing material, so that we can comply with your request to remove or deny access;
  - iv. Your name, address, telephone number, and email address;
  - v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - vi. A statement that you swear under penalty of perjury that the information contained in your notification is accurate and that you are the copyright owner or that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Response to Take-Down Notices. Company shall take response to such DMCA notice, and will make a good faith attempt to contact any party believed to have infringed the IP Rights of another. DMCA infringement notices may be forwarded to the party who originally made the alleged infringed content available on Services.
- c. Counter-Notices. If you believe in good faith that your own copyrighted material has been removed from Services as a result of a mistake or misidentification, you may submit a written counter notification letter to Company pursuant to the DMCA (17 U.S.C. 512(g)(2-3)). If a counter-notice is received by Company, Company may send a copy of such counter-notice to the original complaining party that Company may reinstate the removed content. Unless the alleged IP Rights holder files a court action against the party that provided the counter-notice, the removed content may be reinstated on Company's Services. Counter-Notices require the following information:

- i. Your physical or electronic signature;
- ii. Identification of the material that has been removed or disabled, and the location at which the material appeared before it was removed or disabled;
- iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- iv. Your name, address and telephone number; and
- v. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, that you consent to the jurisdiction of the United States District Court for the Middle District of Colorado and a statement that you will accept service of process from the party, or party's agent, that filed the notification of alleged copyright infringement.

- D. Contact Information. Should you require any further information regarding these policies, please contact:

Dealr, Inc.  
1877 Vista View Dr.  
Longmont, CO 80504  
Email: info@dealr.cloud; Subject: "Copyright Policy – DMCA Notification"

This contact information is for DMCA purposes only. Any other inquiries to the DMCA Agent will not be answered. Any material misrepresentations regarding copyright violations may subject complainant to court costs and attorney fees.

### **Prohibited Conduct**

Users hereby agrees not to post or upload any of the following prohibited Content:

- A. Content known by User to be false, misleading, or Content that encourages or promotes illegal activity;
- B. Content that is abusive, threatening, obscenity not protected by the constitution, defamatory, or libelous;
- C. Content that harasses any other User, person, business, or person, in any way;
- D. Content that violates another person's intellectual property rights;
- E. Content that solicits any private information, including passwords, or personal identification information;
- F. Content that is offensive to any User, person, or business, including, but not limited to: racism, bigotry, hatred, physical harm of any kind against any group, minority, or individual;
- G. Content promoting any business venture of the User, person, business, or otherwise;
- H. Content used to solicit information from minors or other protected classes;
- I. Content involving the transmission of junk mail, chain letters, or unsolicited mass mailing; or
- J. Content displaying obscene, pornographic, or sexually explicitly material, of any kind.

User hereby agrees, while using Services, not to commit any of the following actions:

- A. Upload content or any information that could damage, disable, overburden, or impair any of Dealr's servers or networks;
- B. Attempt to gain any unauthorized access to other Users' account, Company computer networks, systems or infrastructure, by any means;
- C. Attempt to gain access to other Users' accounts, for any reason;
- D. Use data mining, robots, or other data gathering devices on or through Services;
- E. Frame or link to the Services without express permission;
- F. Attempt in any way to reverse engineer, decompile, interrupt, or disassemble, any part of Services or its security features;
- G. Modify, distribute, reproduce, copy, adapt, or create any derivative work in any way, of Service;
- H. In any way restrict other Users or persons from gaining access or creating accounts;
- I. Use any technology or tool that automatically retrieves, alters, or combines Company content or Services;
- J. Reverse engineer any content or Services on the dealr.cloud website;
- K. Breach Dealr rights regarding intellectual property rights, or otherwise; or
- L. Use the Services or content to transmit any computer viruses, Trojan horses, worms, or otherwise, that could potentially cause any damage to software or hardware of Users or Company.

### **Limited Liability and Disclaimers**

The following information applies to the maximum extent permitted under law. User rights are not limited beyond those they are rightfully entitled to. By using Company Services, Users hereby agree to the following Terms, and Users forfeiting certain legal rights they may otherwise be entitled to you. If a User is uncertain of any of the following, it is suggested they consult a legal professional.

- A. Availability and Foreign Access. Dealr provides Services on an "as is" and "as available" basis for Users' use. Dealr does not guarantee Services will be available in any location for any User, or that Services will always be available at any given time. Dealr does not warrant Services will be uninterrupted, timely, error-free, or secure. Furthermore, it does not warrant any defects will be corrected. Dealr does not guarantee the dealr.cloud website or any applications will be free from viruses or other harmful components. All Users are express required to determine the relevant laws of the jurisdiction in which they reside, and from which they access Company Services. If law disallows such User, it is their responsibility to determine that information. Dealr shall not be held liable in any way, for a Users' unauthorized access.
- B. Security. Dealr makes every effort to keep its Services, Content, and the dealr.cloud website secure. Dealr accepts no liability for any loss, disruption, or damage incurred by Users to its data, computer, or software, that is a result of unauthorized access by any person who has caused a loss due to any data breach or hacking, even if such breach or hack was the mistake of Company. Users are responsible for taking their own precautions to ensure the electronic process employed for accessing Services, the dealr.cloud website, or any application, does not expose them to the risk of viruses, malicious computer code, Trojan horses, worms, or otherwise, that may interfere, infect, or damage their computers, software, or data. Furthermore, Dealr limited liability shall extend should any Company computer, server, or software malfunction, and cause any

Users any of the aforementioned losses. Dealr has taken precautions to prevent any malfunction, however User hereby agrees to accept full liability for any loss, of any kind, should they occur.

- C. Third Party Transactions. Dealr does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Company Service, hyperlink, or the dealr.cloud website. Users hereby agree to hold third parties solely liable for any and all claims regarding such transactions with third parties. Any products or services purchased or otherwise acquired by a third party, are separate legal transactions solely between Users and the relevant third party, and in no way involve Company. Should any third party site have its own Terms of Service policy, Dealr is not responsible for any such Terms of Service of another company, even if such site was accessed through Dealr.
- D. Third Party Sites and Embedded Content. Services may contain links, and embedded content from, third party websites, as well as services not operated by Company. Dealr does not control these services. Linked sites may be provided as a service to Users, and does not imply any endorsement of the activities or content of these sites, nor any association with its operators. Users assume any and all risks, known or unknown, now existing or existing in the future, by following a link to a linked site.
- E. User Submitted Content. As part of Company Services, Users are allowed to upload User Submitted Content. Because the concept of User Submitted Content, such content does not necessarily reflect the opinions or beliefs of Dealr. Any User Submitted Content that Users submit to Company Services, automatically, and irrevocable becomes the sole property of Dealr.
- F. Limited Liability. Users assume any and all risk associated with using the dealr.cloud website or Services. Dealr shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, or losses of any kind. These include without limitation, loss of profits, business, goodwill, use, data, or other intangible losses, whether based in contract, tort, negligence, strict liability, or otherwise, which may be incurred in connection with the use, or inability to use, Services, including interruption, inaccuracy, error, or omission. This limited liability shall expressly extend to any and all events published or promoted on Dealr's Company Services.
- G. Disclaimer. Dealr expressly disclaims all warranties, express or implied, including but not limited to: implied warranties of merchantability; fitness for a particular purpose; non-infringement; warranties of title and accuracy; warranties regarding products and services offered by all businesses listed on the dealr.cloud website; and warranties in the course of dealing, performance or usage of trade.
- H. Maximum Liability. Dealr's maximum aggregate amount of liability for any loss or damage a User experiences in Company's content, Services, the dealr.cloud website or otherwise, shall not exceed \$100 or the aggregated amount paid by Users for Company Services in the immediate preceding twelve (12) month period, whichever is lower.

### **Miscellaneous**

- A. Indemnification. Users agree to indemnify, defend, and hold harmless, Dealr and Company Parties, from and against all: claims; injuries; damages; obligations; losses; lawsuits; attorney fees; legal fees or filing fees from any and all claims or demands made by any party related to Users' use of Service, the dealr.cloud website, or any applications; violations of these Terms, goods and services purchased; or misuse of User accounts. Dealr reserves the right to execute the exclusive defense of any issues arising out of such indemnification. Users are expressly prohibited from settling such claims without the prior written Consent of Company.
- B. Waiver/Severability. Dealr's failure to exercise, delay in exercising, any privilege, any power or any rights hereunder will not operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.
- C. Termination and Survival. If a User breaches Terms, or any part of the Terms, in any way, then Company may take action up to, and including, suspending Users' access to Services or prohibiting them from accessing the dealr.cloud website. Dealr may take these actions without liability or notice to you. If a User's account is terminated due to a breach in the Terms, Users will not be entitled to any refund of any kind. Furthermore, Users can be barred from any future use of Services.

The following Sections of these Terms shall survive termination: Communication and Data Retention; User Submitted Content; Fees; Dealr Intellectual Property; Privacy Policy; Prohibited Conduct; Third Party Sites; Independent Relationship; Arbitration Agreement; Limited Liability and Disclaimers; Indemnification; Exclusivity; Severability; Jurisdiction; Termination and Survival.

- D. Jurisdiction. These Terms of Use, and any dispute legal or otherwise arising from its implementation, shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Colorado. If any party brings a claim, parties hereby submit and consent to the personal and exclusive jurisdiction of the State of Colorado.
- E. Notice to California Users. Under California Civil Code Section 1789.3, users of Company Services are entitled to the following contact information: The Complaint Assistance Unit of the Division of Consumer Services at the California Department of Consumer Affairs may be contacted in writing or by telephone at:

400 R Street, Suite 1080  
Sacramento, California  
95814  
Telephone: (916) 445-1254, or (800) 952-5210

### **Contact Information**

Dealr, Inc.  
1877 Vista View Dr.



Longmont, CO 80504

[info@dealr.cloud](mailto:info@dealr.cloud)

720.772.7706