

Date Posted: February 22, 2017

TERMS OF SERVICE

The following terms of use (collectively referred to as the "Terms") constitute a binding agreement between you and Brachium, Inc. ("Brachium" or "we" or "us") and governs your use of our website, located at www.brachium.com, and any platform established by us on any social media website, including, but not limited to, our Facebook page, our Twitter Account, our YouTube page and any other social media profiles with which we may be affiliated (collectively, the "Site").

If you do not agree to these Terms, you may not use the Site or any applications or services provided on the Site. We reserve the right to revise these Terms at any time by updating this posting and you are responsible for reviewing these Terms from time to time to become aware of any changes. Any revisions to these Terms shall be effective immediately upon posting.

USER REPRESENTATIONS

As a condition of your access to and use of the Site, you represent and warrant that:

1. You are of legal age to form a binding contract with us according to the legal requirements of your country or region;
2. You have not and will not provide false information or impersonate another person while using our Site;
3. You will only use your own Brachium user name, email address, password and other information to access any secured portion of the Site;
4. You will maintain the confidentiality of your user name, email address and password at all times;
5. You will not assist anyone in gaining unauthorized access to the Site without permission of the account owner;
6. You will only attempt to access the areas of the Site which you have been authorized to access; and
7. You will notify us if you are aware of any unauthorized use of your user name, email address or password in an attempt to access the Site.

CODE OF CONDUCT

By using the Site, you agree not to do any of the following:

1. Reprint or electronically reproduce any content contained on the Site other than for personal use.
2. Make use of any of our trademarks or service marks contained on the Site without our express written consent, which may be withheld in our sole discretion.
3. Upload or transmit any communications or content of any kind that infringes or violates any rights of any party, including but not limited to, intellectual property, privacy and/or publicity rights.
4. Use the Site for any purpose that may violate any local, state, federal or international laws or regulations.
5. Use the Site to distribute advertising or other unsolicited material.

6. Post any material that we, in our sole discretion, deem unlawful, obscene, defamatory, threatening, harassing, hateful or embarrassing to any other person or entity or contrary to our business reputation and standards.
7. Express or imply that any of your content is endorsed by us.
8. Restrict or inhibit any other user from use and enjoyment of the Site, including, but not limited to, by means of hacking or defacing any portion of the Site.
9. Remove any copyright, trademark or other proprietary rights notice from the Site.
10. Engage in any other activity that we deem improper or abusive.

We reserve the right, but shall not be required, to monitor, edit or remove your (or any other) content from the Site without notice for any reason or no reason without your permission. We also reserve the right to terminate your account in our sole discretion.

USER CONTENT

By posting any comments, ideas, testimonials or other materials on the Site, you give us the irrevocable right to reproduce, distribute, publish, display, edit, modify and otherwise use your content for any purpose in any form, subject to any legal limitations on such use and the limitations set forth in our Privacy Policy.

We do not assume any responsibility for your content or any other content not produced by us on the Site. We may at any time and in our sole discretion screen, monitor, block, remove or otherwise exercise control over any of your content or anyone else's content that we determine violates these Terms, including the Code of Conduct (above), any applicable law, or otherwise may expose us to civil or criminal liability or reflect poorly on us. In addition, we may permanently terminate your access to the Site in the event we determine that you caused any such violation. In no event shall such rights obligate us to exercise control over your content or anyone else's content.

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You also agree that we are not responsible for the content of any other websites linked to the Site and that the inclusion of any link to such third party websites does not imply our endorsement of such websites. Your linking to any off-site pages or other websites is at your own risk.

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WE MAKE NO REPRESENTATIONS WITH RESPECT TO THE AVAILABILITY OF THE SITE OR THE LACK OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE CODE ON THE SITE. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR OUR MATERIALS, INCLUDING LOST REVENUES, LOSS OF BUSINESS OR LOSS OF DATA.

IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SITE, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION.

RELEASE AND INDEMNITY

You agree that neither we nor any of our members, officers, directors, employees, agents or service providers shall have any liability to you for claims related to your use of the Site or any purchased devices manufactured or sold by us, our suppliers, and you hereby release us and our members, officers, directors, employees, agents or service providers from any and all such claims.

You acknowledge that certain security and privacy risks are inherent in your use of the Site and any purchased devices and the Internet generally, including the potential that any data or information transferred via the Site may be subject to security breaches. You acknowledge that you have read our Privacy Policy at <http://www.brachium.com/privacy>, the terms of which are hereby incorporated in these Terms.

You agree to indemnify and hold us, our members, officers, directors, employees and agents harmless from any and all claims, liabilities, damages, and expenses (including attorneys' fees) relating to your content and your use of the Site in violation of these Terms.

DMCA NOTICE

If you believe your copyrighted work or trademark has been uploaded, posted or copied to the Site in a way that constitutes copyright or trademark infringement, please notify our designated agent at: info@brachium.com and/or Brachium, Inc., 660 4th Street, #121 San Francisco, CA 94107 Attn: Web Support. As soon as practical, we will investigate such claims and take appropriate action in accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, et seq.

Any claims that material on the Site is defamatory or abusive towards you may be directed to the same contact.

MISCELLANEOUS

Governing Law – These Terms shall be governed by and construed in accordance with the laws of California, without reference to any conflicts of law principles that would result in the application of the laws of another jurisdiction. You agree that any legal action or proceeding concerning your use of the Site shall be brought exclusively in a state or federal court located in San Francisco, California, and you submit to the exclusive personal jurisdiction of such courts.

Assignment – We may assign our rights and delegate our duties under these Terms to any party at any time without notice to you or any third party.

No Implied Waiver – Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

Severability – The provisions of these Terms are severable. In the event that any court of competent jurisdiction determines that any provision is invalid or unenforceable, such validity and unenforceability shall not in any way affect the validity or unenforceability of the remaining provisions.

CONTACT INFORMATION

If you have any other questions concerning the Site or these Terms, please contact: info@brachium.com and/or Brachium, Inc., 660 4th Street, #121 San Francisco, CA 94107 Attn: Web Support

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