

TRIPLE SQUIRRELS TERMS OF USE

LAST UPDATED: June 22, 2020

These Terms of Use (the “**Terms**”) explain how you can use the Triple Squirrels (“**Triple Squirrels**,” “**us**,” or “**we**”) website located at <https://www.triplesquirrels.com/> (“**Service**”). By using the Service, you agree to the following:

1. **You Agree to the Terms.** By using the Service, you verify the following:

- (a) You are least 14 years old;
- (b) If you are younger than 18 years old, you have told your parent/guardian that you are using the Service;
- (c) If you are younger than 18 years old, your parent/guardian has approved your use of the Service.
- (d) You accept and will follow these Terms and Triple Squirrels' Privacy Policy (which is located here: <https://bit.ly/37QH4fP>).

If you don't agree with these Terms or the Privacy Policy, then please do not use the Service. We may change, modify, add or delete any part of these Terms and the Privacy Policy at any time without telling you about the changes. If you continue using the Service after we have made changes to these Terms or the Privacy Policy, you have agreed to the changes.

2. Third Party Products and Service. Part of the Service may include products and services that we get from people or companies that are not part of Triple Squirrels. If you use any of these products or services, you assume all risks and possible harm that you might experience when using those products or services. We may also link to other websites. We have no control over the websites that we link to, and we are not responsible for any content, advertising, products, or other materials on or available from those websites. Those websites should have their own terms of use and privacy policies, so be sure to check them out.

3. **License and Restrictions.**

We want you to use the Service, so we grant you a limited license to use the Service for your personal use only. You may not use the Service in any way that interferes with our ownership rights in the Service, and we may prohibit your access to the Service if you use the Service for any reasons other than your personal use. Examples of activities that may cause us to close your lose your rights to use the Service:

- (a) Using the Service to make money or charging other people for access to the things you may create by using the Service;
- (b) Making a copy of the Service or any portion of the Service, except as allowed under these Terms;
- (c) Making a copy of the Service, or any portion of the Service, publicly available or available on a network for use or download by multiple users;
- (d) Using any data mining tools or automation tools such as spiders, scrapers, crawlers, scripts, bots, or any other automated or manual method or process to access, retrieve, index, or reproduce the Service or its contents;
- (e) Reverse engineering, decompiling, disassembling, translating, preparing derivative works based on or otherwise modifying the Service, in whole or in part;
- (f) Removing, covering up or modifying any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Service, falsifying or deleting any author attributions, legal notices or other labels of the origin or source of the material;
- (g) Misrepresenting that you own the Service; and

- (h) Conducting any other activity that might be considered illegal or harmful to others. This includes, without limitation, “hacking” the Service, infringing the intellectual property or other rights of third parties, modifying, altering, translating, reverse engineering, decompiling or disassembling the Service or related documentation or creating derivative works based on the Service.

4. User Content.

- (a) The Service may allow you to create content and data, including, but not limited to comments and messages (“**Content**”). You must have all necessary rights and permissions to distribute the Content on the Service. In addition, you must not share, post, and distribute content that is harmful and disruptive, or content that will cause harm if disclosed including, without limitation:

- i. Content containing or promoting racism, hate speech, violence, and illegal activity;
- ii. Spam, unauthorized advertising, and other forms of solicitation;
- iii. Content intended to disparage, defame, abuse, intimidate, bully, threaten, or otherwise harass other people; and
- iv. Others' personal information or any other information that you do not have the permission to disclose.

- (b) Although we want all users to follow these Content requirements, we do not have any obligation to monitor and review Content to make sure users are following these rules. However, if we do see Content that violates these rules or if we simply think that Content is not appropriate for the Service, we may, at our sole discretion, either restrict publication, remove or edit the Content without letting you know ahead of time, or we may stop you from submitting Content. If you see Content that violates these Terms, please let us know at info@triplesquirrels.com.

- (c) In exchange for your use of the Service, you grant Triple Squirrels an exclusive, perpetual (forever), irrevocable (you can't cancel it), fully transferable (we can give it to others) and sub-licensable (we can let others use it) worldwide right and license to use your Content in any way and for any reason including, but not limited to the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown (today's technology and tomorrow's technology) and distribute your Content without any further notice or compensation to you of any kind for as long as you have the intellectual property rights in your Content that is granted to you by applicable laws and international conventions. Unless certain laws say you can't waive your moral rights, you waive any moral rights of paternity, publication, reputation, or attribution with respect to Triple Squirrels' use of your Content and data in connection with the Service. This license you grant to Triple Squirrels, and the above waiver of any applicable moral rights, will continue even after you stop using the Service.

5. Stay Connected. In order to access and use the Service, you need to have and maintain adequate internet connection. You are fully responsible for obtaining and maintaining internet access.

6. Ownership. Triple Squirrels retains all right, title and interest in and to the Service and all related patent, copyright, trademark, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right (“**Rights**”). If you provide us with feedback regarding any

aspect of the Service, Triple Squirrels will own all rights in and to such feedback and any derivative products or services developed from the feedback.

7. How We Use Your Personal Information. For information on how we use your personal information while you use the Service, please check out our Privacy Policy, which can be found at <https://bit.ly/37QH4fP>.

8. NO WARRANTIES AND LIMITATION OF LIABILITY.

- (a) WE MAKE NO REPRESENTATION, WARRANTY, AND/OR GUARANTEE OF THE SUITABILITY OF THE SERVICE FOR YOUR PURPOSES, OR THAT THE USE OF THE SERVICE WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD-PARTY TECHNOLOGY, HARDWARE, SOFTWARE, SYSTEMS OR DATA.
- (b) THE SERVICE IS PROVIDED "**AS IS**" AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FURTHER, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SAME, OR TO THE INFORMATION, CONTENT, COMMUNICATIONS, MATERIALS OR PRODUCTS AND SERVICES AVAILABLE THROUGH THE SERVICE. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.
- (c) WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICE INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9. Indemnity. If something you do or you fail to do while using the Service causes another person or company to sue, threaten to sue, or make any type of claim against Triple Squirrels, you will protect, defend and hold Triple Squirrels, its partners, affiliates, contractors, officers, directors, employees and agents harmless from those claims.

10. Waiver of Class-Wide Proceedings. You agree that, by using the Service, you and we are each waiving the right to participate in a class action. Each party to these Terms agrees and promises that it will not start any class-wide proceedings, including class actions, against another party, and will not act as a class representative or class member. This provision constitutes an agreement that any dispute will be resolved exclusively between disputing parties, with each party acting in his/her/its individual capacity.

11. General. These Terms are governed by the laws of Washington State, without regard to choice of law provisions. Any disputes must be in courts located in King County, Washington. If any suit or action is instituted to enforce these Terms, the prevailing party will recover from the losing party all fees, costs, and expenses, including, without limitation, all fees, costs, and expenses for appeals and for attorneys and accountants, of enforcing its rights under these Terms. If you breach these Terms, you may cause us immediate and irreparable harm and Triple Squirrels will be entitled to seek injunctive relief without the necessity of posting bond. You and Triple Squirrels you are independent parties and nothing in these Terms creates an employment or agent relationship. If

any part of the Terms is found to be invalid, illegal, or unenforceable by the courts, it will not affect or impair the validity, legality, or enforceability of any other provision in the Terms. The licenses we grant to you are for you and you alone. You may not transfer or assign these Terms or licenses without Triple Squirrels's express written consent. The section headings in the Terms are for reference purposes only and do not in any way affect the meaning or interpretation of the Terms. The failure of either you or us to enforce any right or provision in the Terms will not constitute a waiver of such right or provision. The Terms and the Privacy Policy are the complete and final agreement between us regarding your use of the Service.

12. Our Contact Information. If you have questions regarding the Terms, please contact us at: info@triplesquirrels.com.