

WaiverForever TERMS OF SERVICE

1. Your Acceptance of Terms

Welcome to WaiverForever Digital Waivers

The following Terms of Service (“TOS”) are between you and AriesApp Inc and constitute a legal agreement that governs your use of the WaiverForever product, software, services and website. You must agree to these TOS before you can use the Service. You can agree to these TOS by: (a) actually using the Service, or (b) clicking a box that indicates you agree to the Service, where such a box is made available to you. If you do not agree to any of the following terms, you may not use the Service. You should print or otherwise save a copy of these TOS for your records. “AriesApp Inc” as used herein means AriesApp, Inc., located at 220 2nd Ave S. #207 , Seattle, WA 98104.

Legal Authority

To use and/or register for the Service you must be: (a) of legal age to form a binding contract with AriesApp Inc, (b) having the mental and legal capacity to form a binding contract and (c) cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdiction, including the country in which you reside or from where you use the Service. By accepting these TOS you represent that you understand and agree to the foregoing.

Updates

AriesApp Inc may update or change these TOS from time to time and recommends that you review the TOS on a regular basis. You can review the most current version of the TOS at any time. If AriesApp Inc makes a change to the TOS, it will post the revised TOS on our website at the link as herein noted. You understand and agree that your continued use of the Service after the TOS has changed constitutes your acceptance of the TOS as revised. Without limiting the foregoing, if AriesApp Inc makes a change to the TOS that materially impacts your use of the Service, AriesApp Inc may post notice of any such change on our website and/or email you notice of any such change to your WaiverForever account.

2. Description of the Service

System Requirements

Use of the Service requires one or more compatible devices, certain software and internet access with compatible ISP (broadband required for web applications); separate fees may apply. WaiverForever Inc does not sell any hardware or fixtures. Your use of the Service may be

affected by certain combinations of hardware, software and/or internet access. High speed internet access is strongly recommended. For a complete list of recommended hardware, please visit the WaiverForever website.

Changing the Service

AriesApp Inc reserves the right to modify or stop the Service (or any part thereof), either temporarily or permanently, at any time or from time to time, with or without prior notice to you. Without limiting the foregoing, AriesApp Inc may post on our website and/or send email to your WaiverForever account, notice of such changes to the Service. It is your responsibility to review our website and/ or check your email address provided to AriesApp Inc for any such notices. You agree that AriesApp Inc shall not be liable to you or any third party for any modification or cessation of the Service.

Limitations on Use

You agree to use the Service only for purposes as permitted by these TOS and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. Your WaiverForever account is allocated certain numbers of digital waivers, and certain levels of storage capacity and email as described in the WaiverForever feature pages. Any unused digital waivers allocated in your selected monthly plan do not carry over to the following month. To view your current usage and/or storage allocations, log in to your WaiverForever account page. WaiverForever Inc reserves the right to modify these limitations on use at any time. Completed waivers will be stored for paying customers at any level of service for as long as their account remains current. If you terminate your paid account, your waivers will be automatically deleted thirty days after your account is terminated.

Availability of the Service

The Service, or any feature or part thereof, may not be available in all languages or in all countries and AriesApp Inc makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws, including, but not limited to, any applicable local laws.

3. Your Use of the Service

Member Account

When you accept these TOS and complete the WaiverForever sign up process, you become the WaiverForever “Member Account” holder. You are required to select a unique name upon sign

up that will be used for your account (your “Member ID”). You are responsible for all activity that takes place on your Member Account.

Upon creating your Member ID you will be required to select a password. Please choose a strong password and do not reveal your password to others. You agree that you are responsible for keeping your password confidential and secure, and further understand that you are solely responsible and liable for any activities that occur under your Member ID. If you suspect or become aware of any unauthorized use of your account please contact WaiverForever support. You further acknowledge and agree that the Service is designed and intended only for the use of the Member opening an account and you should not share your account and/or password details with another individual or entity. You allowing anyone other than the subscriber to access your Member Account (other than your authorized employees or AriesApp Inc) is a violation of these TOS and grounds for immediate termination or suspension of your account without refund.

Sign Up Obligations

You agree that all information you provide to AriesApp Inc during the sign up process (“Sign Up Data”) will be true, accurate, complete and current information, and that you shall maintain and update the Sign Up Data as needed throughout your term to keep it accurate and current.

Failure to provide accurate, current and complete Sign Up Data may result in the suspension and/ or termination of your account.

Additional Obligations or Terms of Use

Particular components or features of the Service, provided by AriesApp Inc and/ or its licensors, may be subject to separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

No Conveyance

Nothing in these TOS shall be construed to convey to you any interest, title, or license in a Member ID, email address, domain name, intellectual property of AriesApp Inc or similar resource used by you in connection with the Service.

No Right of Survivorship

You agree that any rights to your Member ID or Content within your account terminate upon your death, or the dissolution, sale or bankruptcy of the Member if an entity. Upon receipt of a copy of a death certificate your account may be terminated and all Content within your account deleted after thirty days of such notice or returned to you. Contact support for further assistance.

In the event of a sale or transfer of the Subscriber, the Subscriber's Content will remain stored in the WaiverVault so long as the transferee keeps the existing Membership Account current.

No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

Use of Location-based Services

AriesApp Inc and its partners and licensors may provide certain features or services through the Service that rely upon device-based location information. To provide such features or services, where available, AriesApp Inc and its partners and licensors may collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to AriesApp Inc's and its partners' and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service, you agree and consent to AriesApp Inc collecting, using, processing and maintaining information related to your account, and any devices registered thereunder, for purposes of providing such location-based service or feature to you. Such information may include, but is not limited to, your Member ID, device ID and name, device type and real-time geographic location of your device at time of your request. You may withdraw this consent at any time by not using the location-based features or by turning off the Location Services settings (as applicable) on your device. When using third party services that use or provide location data as part of the Service, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party services. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Neither AriesApp Inc nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.

4. AriesApp Inc Privacy Policy

You understand that by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with AriesApp Inc's Privacy Policy. You further consent and agree that AriesApp Inc may collect, use, transmit, process and maintain information related to your account, and any devices registered thereunder, for purposes of providing the Service, and any features therein, to you. Information collected by AriesApp Inc when you use the Service may also include technical or diagnostic information related to your use that may be used by AriesApp Inc to maintain, improve and

enhance the Service. For more information please read our full privacy policy at WaiverForever. You further understand and agree that this information may be transferred to the United States and/or other countries for storage, processing and use by AriesApp Inc and/or its affiliates.

5. Content and Your Conduct

Content

“Content” means any information that may be generated or encountered through use of the Service, such as data files, written text, software, graphics, photographs, images, sounds, videos, and any other like materials. You understand that all Content whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not AriesApp Inc, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. AriesApp Inc does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

Your Conduct

You agree that you will NOT use the Service to:

- A. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another’s privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- B. stalk, harass, threaten or harm another;
- C. if you are an adult, request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, zip/postal code, telephone number, picture, or the names of the minor's school, church, athletic team or friends;
- D. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another WaiverForever subscriber, an WaiverForever Inc employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity, (AriesApp Inc reserves the right to reject or block any Member ID which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
- E. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
- F. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

G. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);

H. plan or engage in any illegal activity; and/or

I. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

Removal of Content

You acknowledge that AriesApp Inc is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, AriesApp Inc reserves the right at all times to determine whether Content is appropriate and in compliance with these TOS, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of these TOS or is otherwise objectionable.

Backup Of Your Content

As part of the Service, your Content will be stored in the WaiverVault™ for so long as your account is not terminated.. The WaiverVault utilizes third party storage with several redundant backups. Although the possibility of data loss or corruption due to storage redundancy is very small, AriesApp Inc cannot guarantee or warrant that any content you may store or access through the service will not be subject to inadvertent damage, corruption or loss due to the acts of third parties beyond the control of AriesApp Inc. Such force majeure acts include, but are not limited to, acts of terrorism, nuclear war and acts of God.

Access to Your Account and Content

You acknowledge and agree that AriesApp Inc may access, use, preserve and/or disclose your account information and Content if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these TOS, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of AriesApp Inc, its users or the public as required or permitted by law.

Copyright Notice - DMCA

If you believe that any Content in which you claim copyright has been infringed by anyone using the Service, contact AriesApp Inc.

6. Payment

Fees

You agree to pay all fees and charges specified when you signed up for the Service and any part thereof. All fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the Service.

Credit Card Authorization

You may be asked to provide AriesApp Inc with a credit card number from a card issuer that we accept in order to activate and/or pay for any fees related to the Service. AriesApp Inc may seek pre-authorization of your credit card account prior to a purchase to verify the credit card is valid and/or has the necessary funds or credit available to cover your purchase. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your card issuer if you have additional questions regarding when an authorization amount will be removed from your statement.

Payment Method

AriesApp Inc will charge the monthly subscription fees and any other additional fees you authorize to the charge or credit card account provided by you. By authorizing AriesApp Inc to charge a credit card for the fees associated with your subscription, you are authorizing AriesApp Inc to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs AriesApp Inc of the new replacement card account) for all fees or charges associated with your subscription including any renewal fees as described below. You authorize the card issuer to pay any amounts described herein and authorize AriesApp Inc, or any other company that acts as a billing agent for AriesApp Inc, to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full. You agree to provide AriesApp Inc updated information on your credit card upon AriesApp Inc's request and any time the information earlier provided is no longer valid. If payment is not received by AriesApp Inc from your credit card issuer or its agents, you agree to pay all amounts due upon demand by AriesApp Inc.

Automatic Renewal of Subscription

When you sign up online for the Service, your monthly subscription will be set to automatically renew each month. This means that unless you cancel your account or change its renewal settings prior to its expiration, your account will automatically renew for another month. At the time of renewal, we will charge your credit card the then-current

fees to renew the Service. You may change your renewal settings to another Service plan at any time by going to Sign up.

Account Information and Billing Inquiries

You may consult your WaiverForever account management page for details on your account information including payment method and billing. AriesApp Inc shall send an electronic invoice to your WaiverForever email address whenever any Service fees are charged to your account. If you believe you have been billed in error for the Service please notify us within 45 days of the billing date by contacting WaiverForever Support.

Cancellations and Refunds

All fees and charges paid by you in relation to the Service are nonrefundable, except as otherwise stated herein. AriesApp Inc shall refund the applicable fees paid by you upon initial online sign up or renewal of the Service provided AriesApp Inc receives such refund request within forty-five (45) days of the billing date for any such fees. To request a refund as described herein go to WaiverForever.com. Applicable local law may vary this policy.

Changes in Price

AriesApp Inc may at any time, upon notice required by applicable law, change the price of the Service or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented during your subscription term will apply to subsequent subscription terms and to all new subscribers after the effective date of the change. If you do not agree to any such price changes, then you must cancel your account and stop using the Service. Your continued use of the Service after the effective date of any such change shall constitute your acceptance of such change.

7. Content Submitted or Made Available by You on the Service

License from You

Except for material we may license to you, AriesApp Inc does not claim ownership of the materials and/or Content you submit or make available on the Service.

Changes to Content

You understand that in order to provide the Service and make your Content available thereon, AriesApp Inc may transmit your Content across various public networks, in various media, and

modify or change your Content to comply with technical requirements of connecting networks or devices. You agree that the license herein permits AriesApp Inc to take any such actions.

8. Trademark Information

AriesApp Inc, the AriesApp Inc logo, WaiverForever, the WaiverForever logo and other AriesApp Inc trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of AriesApp Inc Inc. in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

9. Software

AriesApp Inc's Proprietary Rights

You acknowledge and agree that AriesApp Inc and/or its licensors own all legal right, title and interest in and to the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

License From AriesApp Inc

AriesApp Inc grants you a personal, non-exclusive, non-transferable, limited license to use the Software as provided to you by AriesApp Inc as a part of the Service and in accordance with these TOS; provided that you do not (and do not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software.

Export Control

Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software or Service, you represent and warrant that you are not located

in any such country or on any such list. You also agree that you will not use the Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your AriesApp account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this Agreement.

Updates

As part of the Service, you may from time to time receive updates to the Software from AriesApp Inc which may be automatically downloaded and installed to your device. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. You agree that AriesApp Inc may automatically deliver such updates to you as part of the Service and you shall receive and install them as required.

10. Termination

Termination by You

You may terminate your account and/or stop using the Service at any time. To terminate your account contact WaiverForever Support. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by these TOS), including any fees paid in advance for the term during which you terminate. Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges.

Termination by AriesApp Inc

AriesApp Inc may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Service. Cause for such termination shall include, but not be limited to: (a) violations of the TOS or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your account; (c) discontinuance or material modification to the Service or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the Service to you is or may become unlawful; (f) unexpected technical or security issues or problems; (g) your participation in fraudulent or illegal activities; or (h) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by AriesApp Inc in its sole discretion, without any refund to you of any prepaid fees or amounts, and AriesApp Inc will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Service.

Effects of Termination

Upon termination of your account by you or us other than for a material breach of these TOS, AriesApp Inc will make your Content available for download by you within 30 days from the date of termination. At the end of the period selected by you herein, AriesApp Inc shall delete all information and data stored in or as a part of your account(s) including, but not limited to, data files and Content. Any individual components of the Service that you may have used subject to separate software license agreements (e.g. Kiosk software) will also be terminated in accordance with those license agreements.

In the event that you are terminated for a material breach of these TOS, AriesApp Inc will make your Content available for download by you within 30 days from the date of termination. After thirty days from the date of the termination of your account, any Content stored for you by AriesApp Inc will be automatically deleted.

11. Links and Other Third Party Materials

Links

Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because AriesApp Inc may have no control over such third party sites and/or materials, you acknowledge and agree that AriesApp Inc is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that AriesApp Inc shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

12. Disclaimer of Warranties

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AriesApp Inc AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM 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. IN PARTICULAR, AriesApp Inc AND

ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AriesApp Inc OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

AriesApp Inc MAKES NO REPRESENTATIONS THAT THE SERVICE IS APPROPRIATE, ENFORCEABLE OR AVAILABLE FOR USE IN YOUR JURISDICTION. THOSE WHO ACCESS OR USE THE SERVICE DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW. USERS OF THE SERVICE AND MEMBERS ARE ADVISED TO SEEK AND ARE SOLELY RESPONSIBLE SEEKING LEGAL ADVICE FROM AN ATTORNEY LICENSED IN YOUR JURISDICTION REGARDING THE ENFORCEABILITY OF DIGITAL WAIVERS, COMPLIANCE WITH ANY SPECIFIC REQUIREMENTS REGARDING DIGITAL SIGNATURES IN YOUR JURISDICTION AND COMPLIANCE WITH THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15 U.S.C. § 7001 ET SEQ.

13. Limitation of Liability

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU. YOU EXPRESSLY UNDERSTAND AND AGREE THAT AriesApp Inc AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF AriesApp Inc HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

14. Indemnity

You agree to defend, indemnify and hold AriesApp Inc, its affiliates, subsidiaries, directors, officers, members, employees, agents, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of these TOS; or (d) your violation of any rights of another. This obligation shall survive the termination or expiration of these TOS and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your account, and that these TOS apply to any and all usage of your account. You agree to comply with these TOS and to defend, indemnify and hold harmless AriesApp Inc from and against any and all claims and demands arising from usage of your account, whether or not such usage is expressly authorized by you.

Although AriesApp Inc may from time to time provide you with standardized digital waivers of liability for you to use, the laws regarding waivers of liability vary from state to state. AriesApp Inc is not a provider of legal services or legal advice and it is important that you consult with your own lawyer to determine the legal enforceability of the waiver of liability form that you use. In particular, you, not AriesApp Inc, are responsible for determining the legal enforceability of any digital waivers of liability, including its compliance with The Electronic Signatures in Global and National Commerce Act (ESIGN, Pub. L. No. 106-229, 14 Stat. 464, 15 U.S.C. ch. 96) and the Uniform Electronic Transactions Act (UETA) as the UETA may be adopted in your state. You further agree, in addition to any other provisions contained herein, and without limiting the scope of any other provision herein, to hold AriesApp Inc, its parents, subsidiaries, affiliates, agents, officers, directors, members, employees, successors and assigns, harmless from any claim or demand, including reasonable attorneys' fees and costs, that may arise in connection with your use of the digital waiver service and storage of digital waivers.

15. Notices

AriesApp Inc may provide you with notices regarding the Service, including changes to these TOS, by email to your email address provided, by regular mail, or by postings on our website and/or the Service. It is your responsibility to ensure that AriesApp Inc has your current, active email address on file.

16. Governing Law

Except to the extent expressly provided in the following paragraph, these TOS and the relationship between you and AriesApp Inc shall be governed by the laws of the State of Washington, excluding its conflicts of law provisions. You and AriesApp Inc agree to submit to the personal and exclusive jurisdiction of the courts located within the county of King, Washington, to resolve any dispute or claim arising from these TOS. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

17. General

These TOS constitute the entire agreement between you and AriesApp Inc, govern your use of the Service and completely replace any prior or contemporaneous agreements between you and AriesApp Inc in relation to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these TOS is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of AriesApp Inc to exercise or enforce any right or provision of these TOS shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in these TOS, there shall be no third-party beneficiaries to this agreement. Any translation of these TOS is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of these TOS shall govern. In the event that any action is commenced arising out of these TOS, the prevailing party shall be awarded it's reasonable attorney's fees.

Force Majeure.

We and our affiliates will not be liable for any delay or failure to perform any obligation to you where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Statute of Limitations

You agree that notwithstanding any state statutes of limitations to the contrary, which are expressly waived by you, any claim or cause of action arising out of or related to these TOS or the use of the Service must be filed within one (1) year after the cause of action arose or be forever barred.

Revision date: August 3, 2015