

# AD LOCAL VALUE, LLC TERMS OF SERVICE

## IMPORTANT: READ CAREFULLY

Last Updated: 10/24/22

These Terms of Service (the “**Terms**”) constitute a legal agreement between “**you**” and Ad Local Value, LLC. (“**Provider**,” “**we**” or “**us**”) and govern your access to and use of : (i) Provider’s proprietary website and related media accessible at [www.adlocalvalue.com](http://www.adlocalvalue.com) (the “**Website**”); (ii) Provider’s software for advertising, research and data analysis, including any associated application program interface(s), administrative interfaces, services, information, documentation, content, and materials incorporated therein (the “**Software**”) (collectively, the Website and the Software are sometimes referred to herein as the “**Service**”).

IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS HEREIN, PROVIDER IS UNWILLING TO LICENSE THE SERVICE TO YOU, NO LICENSE IS GRANTED AND YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SERVICE.

By creating a user account or otherwise using the Service, you represent to the Provider that you are at least 16 years old and you agree to be bound by these Terms.

### **1. Delivery and Acceptance**

Subject to your agreement to be bound by all of the terms and conditions herein, Provider authorizes you to use and access the Service. The Service is deemed accepted by you when you access the Service. While accessing certain portions of the Website is free, other portions of the Website and Service may require a paid subscription.

### **2. License Terms and Conditions**

Subject to all of the terms and conditions herein, Provider hereby grants you a non-exclusive, personal, non-transferable, non-assignable, limited license to use and access the Service solely in accordance with the Terms. The Service is licensed to you, not sold, and Provider reserves the right to revoke such license at any time and disable your ability to use or access the Service for any reason or for no reason.

### **3. Privacy Policy.**

Provider’s Privacy Policy is available online at [www.adlocalvalue.com/privacy-policy](http://www.adlocalvalue.com/privacy-policy) (the “**Privacy Policy**”). The Privacy Policy provides information about Provider’s privacy practices and how Provider uses personal information in connection with providing the Service.

### **4. Proprietary Rights**

The Service is protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties. All rights in the Service not expressly licensed under this Agreement are reserved to Provider. You shall not reproduce, retransmit, disseminate, sell, publish, broadcast, circulate, rent, lease, sublicense, assign, or otherwise transfer any portion of the Service except as expressly authorized in this Agreement. No right to use any trademark or trade name of Provider is granted to you hereunder other than the right to display the Provider marks that are placed on the Service, in which case such marks may not be altered or removed by you without written approval by Provider.

## 5. User Content.

**5.1 License of User Content.** Provider may allow you to upload or post audio, video, images, text or other content through the Service, including registered and unregistered trademarks and material subject to copyright law (“**User Content**”). You hereby grant to Provider a perpetual, non-exclusive, royalty-free license to use and display User Content to deliver the Service.

**5.2 Prohibited user Content.** Provider does not have the obligation to, and does not, pre-screen any User Content. However, Provider reserves the right to remove or edit any User Content at any time and without notice to You. When you use the Service, you agree not to upload, post, modify, distribute, email, transmit, or otherwise make available any User Content that:

A. is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise injurious to third parties;

B. is protected by any patent, trademark, trade secret, copyright, or other intellectual or proprietary right, unless you own such rights or have received all necessary consent;

C. impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, or interfere with someone else’s use of the Site;

D. falsely provides a review for a product or element of the Service that you have not purchased or used, or misrepresents your experiences relating to any products or element of the Service;

E. constitutes a charity request, petition for signatures, chain letter, letter or information relating to one or more pyramid schemes, advertising or solicitation for funds, political campaigning, mass mailing, any form of unsolicited commercial email or "spam," or an offering or dissemination of fraudulent goods, services, schemes or promotions;

F. is sent via unsolicited email, if such email could reasonably be expected to provoke complaints from its recipients;

G. is harmful, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information; and/or

H. violates any applicable local, state, national or international law.

(collectively “**Prohibited User Content**”). You represent and warrant that you have the necessary rights to any User Content you upload, and that any future use of that content, regardless of how the content is used, will not violate any third-party’s rights.

**5.3 DMCA Designated Agent.** If you are a copyright owner and believe that any User Content infringes upon your copyright rights, you may submit a notification to our Designated Agent at:

Susan Schuler

20006 E Mission Avenue

Liberty Lake, WA 99016

susans@adlocalvalue.com

Pursuant to the Digital Millennium Copyright Act 17 U.S.C. Sec. 512(c)(2), such notification must include:

A description of the copyrighted work that you claim has been infringed; a description of where the alleged infringing material is located; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; Your contact information (email and telephone number); and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

**6. Representations and Warranties.** By accessing or using the Service, you represent and warrant as follows:

**6.1** You possess all necessary authority to accept these Terms, and if you are accessing the Service within the scope of your employment or on behalf of any third-party, then you further represent and warrant that you are duly authorized to accept these terms on behalf of such employer or third-party. All references to you herein shall be deemed to include you and any such employer or third-party.

**6.2** You represent and warrant to Provider that by accessing or using the Service that you: (i) you are not located in a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a “terrorist supporting” country; (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (iii) you possess all necessary rights to post any User Content you post using the Service; and (iv) you will not post any Prohibited User Content.

## **7. Third Party Content**

The Service may display, include, make available or link to content, data, information, applications, websites or materials from third parties (“**Third-Party Content**”). Provider is not responsible for the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, efficiency, advertising, terms of use, privacy policy, practices, software code or any other aspect of the Third-Party Content. You are encouraged to read the terms of use and privacy policy of any third-party websites to which you connect when using the Service. Provider disclaims all liability arising from or relating to the Third-Party Content.

Third-Party Content may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright and trademark laws. You may not use such proprietary content, information or materials in any way whatsoever except to use the Service for its intended purposes.

## **8. Internet Access**

Use of the Service requires an internet connection and may result in charges from your internet service provider. Provider is not responsible for any such charges. Provider is also not liable for any disruption, failure or malfunction of the internet or other service providers or for any other situation or event that is outside Provider’s reasonable control. PROVIDER IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF YOUR CELLULAR COMMUNICATION OR INTERNET SERVICE PROVIDERS, OR UNAVAILABILITY OR ERRORS ASSOCIATED WITH THEIR SYSTEMS OR SERVICES.

## **9. Restrictions on Use**

Unless and to the extent specifically provided otherwise in writing by Provider, you may not:

- A. separate any individual component of the Service for use;
- B. incorporate any portion of the Service into other software or compile any portion of it in combination with other software;
- C. use the Service, or any portion of Service, with any other service;
- D. sell, rent, lease, lend, loan, distribute, assign or sublicense the Service or otherwise transfer any rights to it in whole or in part;
- E. modify, reverse engineer, decompile, remove any proprietary notices or disassemble the Service in whole or in part, or create any derivative works from or of the Service, or encourage, assist or authorize any other person to do any of these things;
- F. scrape or otherwise use an automated system or software to extract information from the Service; or
- G. make copies of or distribute the Service or electronically transfer it or any portion of it from one computer to another or over a network.

Provider may discontinue some or all of the functionality of the Service at any time. We may also terminate your right to use the Service at any time, and in such event we may modify it to make it inoperable. You agree to abide by all laws and regulations in effect regarding your use of the Service, including without limitation, all driving laws and laws relating to copyright-protected content. You may not authorize or assist any third party to do any of the things prohibited in this paragraph.

## **10. Updates**

Provider may from time to time, in its sole discretion, make updates, modifications, supplements or new versions of the Service or portions thereof available to you under this Agreement for the purpose of, among other things, distributing bug fixes, patches and feature improvements. We highly recommend that you enable automatic updating on your mobile device or that you promptly install all updates as they appear. Provider disclaims any and all liability relating to Your failure to install any updates to the Service. Notwithstanding the foregoing, Provider does not have any obligation to provide any bug fixes, modifications, updates, or technical or end user support for the Service.

## **11. Collection and Use of Data**

You acknowledge that the Service automatically collects information, data and statistics relating to your use of the Service, and compiles such information, data and statistics. Subject to the terms of the Privacy Policy, Provider reserves the right to use such information, data and statistics in the course of Provider's business, and you hereby agree to Provider's use. Unless specifically agreed in writing by Provider, Provider is not responsible for, and hereby disclaims all warranties relating to, the storage of any data for use with the Service.

## **12. Login Credentials.**

In the event you have a user account, you shall not share your user account information with others or allow third parties to use your login credentials to the Service at any time or for any reason unless otherwise allowed in writing by Provider. You warrant, and Provider may assume and rely on the assumption, that any and all activity and use of the Service under your user account is done by you. You are solely responsible for maintaining the security of, for example, your username, password, and all other user account information, and you agree that Provider will not be liable for any loss or damages resulting from use of your account by others. You shall notify Provider immediately of any unauthorized access to or use of your account information or of your login credentials.

## **13. Indemnification**

You shall defend, indemnify, and hold harmless, Provider and its owners, officers, members, managers, directors, shareholders, subsidiaries, joint-ventures, partners, employees, agents, licensors, and licensees from and against any and all claims, actions, suits, proceedings, demands, losses, liabilities, damages, judgments, settlements, penalties, costs, and expenses (including without limitation all reasonable attorneys' fees), known and unknown, arising out of (i) your use of the Service; (ii) any dispute between you and any other user or users of the Service; (iii) your use, creation or posting of Prohibited User Content; (iv) your violation or breach of this Agreement including, but not limited to, any representations or warranties made herein, or (v) the infringement by you, or any other user of your username or account, of any intellectual property or right of any person or entity.

## **14. Warranty Disclaimer**

PROVIDER DOES NOT PROMISE THAT THE SERVICE OR ANY FUNCTIONALITY THEREOF WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT YOUR USE OF THE SERVICE WILL PROVIDE SPECIFIC RESULTS. THE SERVICE IS PROVIDED BY PROVIDER "AS-IS" AND "AS-AVAILABLE" WITHOUT ANY OTHER WARRANTY OR REPRESENTATION OF ANY KIND. PROVIDER CANNOT ENSURE THAT THE SERVICE OR ANY FILES OR OTHER DATA YOU DOWNLOAD IN RELATION TO THE SERVICE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. YOUR USE OF THE SERVICE, AND THE RESULTS AND PERFORMANCE ACHIEVED USING THE SERVICE, IS AT YOUR OWN RISK. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE SERVICE. THE ENTIRE RISK AS TO THE QUALITY OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICE REMAINS WITH YOU.

## **15. Exclusion of Damages; Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PROVIDER BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, ANY PROVISION OF OR FAILURE TO PROVIDE SUPPORT, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF PROVIDER, AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PROVIDER'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE EXCEED THE GREATER OF (1) THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO THE SERVICE PAID BY YOU TO PROVIDER IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST PROVIDER, OR (2) \$100.00 USD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

## **16. Termination**

Without limiting its rights and remedies, if you fail to comply with the terms and conditions of this Agreement, Provider may, in its sole discretion, terminate this Agreement upon any such failure. Upon termination of this Agreement, you must promptly cease all use of the Service and discontinue exercising all license rights granted by this Agreement. Sections 4 through 21 of this Agreement will survive any termination of this Agreement. Only after ninety (90) days from the date you execute an Order Form, you may terminate this Agreement with thirty (30) days advance written notice to Provider, meaning you will be removed from the Service in the fifth month from the Order Form.

## **17. Dispute Resolution; Choice of Law**

This Agreement shall be construed and controlled by the laws of the State of Washington without reference to its choice of law provisions, and you consent to exclusive jurisdiction and venue in the federal courts sitting in Spokane County, State of Washington unless no federal jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in an applicable Washington State Court located in Spokane County, State of Washington. You waive and covenant not to assert all defenses of lack of personal jurisdiction and forum *non conveniens*.

## **18. Export Law Compliance**

You acknowledge that the Service is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Service, including all applicable U.S. export-control laws and regulations, as well as any end-user, end-use and destination restrictions issued by U.S. and other governments.

## **19. Other Agreements**

This Agreement constitutes a consent by you to be bound by the terms of this Agreement and is the entire agreement between you and Provider with respect to your use of the Service and supersedes and replaces any prior agreements with respect to the subject matter hereof. This Agreement is not intended to supersede or replace any other agreement entered into between you and Provider that by its terms expressly supersedes "click-wrap" terms.

## **20. Void Where Prohibited**

Although the Service is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Service are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Provider reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or Service to any person or geographic area. Any offer for any feature, product or service made on the Service is void where prohibited. If you choose to access the Service from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

## **21. Miscellaneous**

If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of this Agreement, so that this Agreement shall remain in full force and effect. Provider's failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by Provider of any provision or any right it has to enforce this Agreement, nor shall any course of conduct between Provider and you or any other party be deemed to modify any provision of this Agreement. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties.