

# Rate-Fast.com Terms of Use

Last updated January 22<sup>nd</sup>, 2016

### Introduction

Welcome to Rate-Fast.com! This website is maintained as a service for our users. This *Terms of Use* document describes the terms that you're agreeing to by using this website. Please review these terms carefully.

## 1. Agreement

This Agreement (the "Agreement") specifies the Terms and Conditions for accessing and using rate-fast.com (the "Site"). Any modifications to the Agreement shall be effective immediately. Every time you use this website, you agree to accept the most recent version of the Terms of Use. If you disagree with these terms, in whole or in part, then you should not use this website.

# 2. Privacy

Your privacy is important to us. Please review our Privacy Policy, which also governs your use of this site, at the following link: <a href="https://rate-fast.com/files/privacy\_policy.pdf">https://rate-fast.com/files/privacy\_policy.pdf</a>

#### 3. Cookies

In order to improve your browsing experience, this website uses "cookies," which are smalls piece of data sent from a website and stored in your web browser



while you are on the site. By using this website and agreeing to these terms of use, you agree to the use of cookies in accordance with RateFast privacy policy.

## 4. Ownership

Except when stated otherwise, RateFast and/or RateFast's licensors own all intellectual property rights to the website's content. Subject to the license below, all these intellectual property rights are reserved.

You may browse, download (for caching purposes), and print content from this website for personal use, subject to the restrictions set out below and elsewhere in these terms of use.

#### You may not:

- Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose.
- 2. Modify any content on the website.
- Republish material from this website, except for content expressly made available for redistribution.

#### 5. Site use

You agree not to break into the site, cause disruption to the site, or reverse engineer the site.

You must not use the site in ways that are unlawful or harmful.

You must not use this website to host, transmit, or otherwise distribute any material associated with malicious computer software.



You acknowledge that use of this website is at the discretion of RateFast. Your use of the website may be terminated at any time.

#### 6. Children

This website is not meant for use by children. RateFast does not sell services or products to anyone under the age of 18.

#### 7. Trademarks

The trade name "RATEFAST", the uniform resource locator (URL) "rate-fast.com" and any logos, marks or identifiers associated with the trade name or URL are either trademarks or registered trademarks of Alchemy Logic Systems Inc. The names of other products and companies referenced on this website may be trademarks of their respective owners.

# 8. Legal Compliance

You agree to obey all laws relevant to your use of the website. You agree that any information you provide to the website is accurate and true, according to your best knowledge.

#### 9. Indemnification

You agree to indemnify, defend and hold Alchemy Logic Systems, Inc. and our owners, partners, employees, contractors, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site



#### 10. Disclaimer

THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. ALCHEMY LOGIC SYSTEMS, INC. DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

# 11. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL ALCHEMY LOGIC SYSTEMS, INC. BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws), which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or



limitations in this Agreement that directly conflict with such laws may not apply to you.

#### 12. Use of Information

ALCHEMY LOGIC SYSTEMS, INC. reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

## 13. Copyrights and Copyright Agent

If you believe your work has been copied in a way that constitutes copyright infringement, please provide us with a notice containing all of the following information. For our contact information, please refer to the Contact section of this document or our website.

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) 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; and
- (f) 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 authorized to act on the copyright owner's behalf.

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14. Applicable Law

You agree that the laws of the state of California, without regard to conflicts of

laws provisions will govern these Terms and Condition of Use and any dispute

that may arise between you and ALCHEMY LOGIC SYSTEMS, INC., its owners

or its affiliates.

15. Severability

If any provision of this Agreement shall be adjudged by any court of competent

jurisdiction to be unenforceable or invalid, then that provision shall be limited or

eliminated to the minimum extent necessary so that this Agreement will

otherwise remain in full force and effect.

16. Termination

ALCHEMY LOGIC SYSTEMS, INC. may terminate this Agreement at any time,

with or without notice, for any reason.

17. Contact Information

**HOW TO CONTACT US:** 

By Mail: 2360 Mendocino Ave Santa Rosa, California 95403-3153 USA

By Phone: 707.304.5949

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