

Terms of Service

1. Our Services

INEX believes we provide a unique Product. Our objective is to simplify and automate the process of advertising. In addition, we want you to be able to control your advertising and your budget. Our service allows you to focus on getting your business' sales, promotions, etc. presented to potential customers in a very timely manner. All that while automatically delivering your Ads simultaneously to your social media (plus all our networked client social media accounts).

Your commitments to INEX:

You agree to:

- Use our platform to advertise your products and services as a bona fide business.
- Register your company information correctly.
- Agree to our Terms of Service, our Community Standards, and any other terms and policies that apply.

You agree not to:

- Use this advertising vehicle for personal usage. If you wish to deliver personal messages, please use www.bostmoments.com
- Post anything that is unlawful, misleading, discriminatory, or fraudulent.
- Use anything infringes or violates someone else's rights, including their intellectual property rights.
- Access or collect data from our Products and Services using automated means.

We can restrict content that violates these provisions for any reason. We may inform you if we choose to remove any content displayed on our billboards. We will not refund your money for Ads you have placed that violate our rules. We do not grant any review process. We encourage you to report content that you believe violates your rights (including intellectual property rights) or our terms and policies. Contact us at support@inex.net.

Permissions you give us:

- You grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This license will end when your content is deleted from our systems. Your content will be deleted from our servers if you choose to delete it within your account. The exception would be where immediate deletion would restrict our ability to: investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems); comply with a legal obligation, such as the preservation of evidence; or comply with a request of a judicial or administrative authority, law enforcement or a government agency; In each of the above cases, this license will continue until the content has been fully deleted.
- You own the intellectual property rights in any such content that you upload to INEX. Nothing in these Terms takes away your rights. You are free to share your images with anyone else, wherever you want.
- If you use content covered by our intellectual property rights (for example, images, designs, videos, we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) with our prior written permission.

3. Additional Provisions

- Updating our Terms

We may update these Terms anytime to reflect our services and practices. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products. If you do not agree to our updated Terms, you may delete your account at any time.

- Account suspension or termination

If we determine that you have breached our Terms or Policies, we may suspend or permanently disable access to your account. We may also suspend or disable your account when we are required to do so for legal reasons.

- Limits on liability

Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content). We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or INEX Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the INEX Products will not exceed the greater of \$100 or the amount you have paid us in the past three months.

- Disputes

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the INEX Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Oklahoma, or a state court located in Oklahoma. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of Oklahoma will govern these Terms and any claim, without regard to conflict of law provisions.

- These Terms make up the entire agreement between you and INEX regarding your use of our Products. They supersede any prior agreements.
- If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
- You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
- These Terms do not confer any third-party beneficiary rights. Our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
- We reserve all rights not expressly granted to you.
- Other terms and policies that apply to you:
 - Community Standards: These guidelines outline our standards regarding the content you post to INEX and your activity on INEX and other INEX Products.
 - Advertising Policies: These policies specify what types of ad content are allowed by partners who advertise across the INEX Products.
 - Payment Terms: These terms apply to payments made for using INEX.

Date of Last Revision: December 26, 2020

Community Standards

Expression that threatens people has the potential to intimidate, exclude or silence others is not allowed on INEX. We are committed to protecting personal privacy and information. We expect that people will respect the dignity of others and not harass or degrade others.

Report potentially violating content at support@inex.net or [405-415-3002](tel:405-415-3002).

The consequences for violating our Community Standards vary. We may just deny publishing content to our signs, warn someone regarding their violation, or just disable their account. We also may notify law enforcement when we believe there is a genuine risk of physical harm or a direct threat to public safety.

Violence and Criminal Behavior

- Violence and Incitement

Threatening or calling for violence in non-serious ways may result in INEX denying content, disable accounts, and work with law enforcement (when we believe there is a genuine risk of physical harm or direct threats to public safety). We also try to consider the language and context to distinguish casual statements from content that constitutes a credible threat to public or personal safety.

- Dangerous Individuals and Organizations

We do not allow any organizations or individuals that proclaim a violent mission or are engaged in violence to have a presence on INEX and its billboards. We also prevent content that expresses support or praise for groups, leaders, or individuals involved in these activities.

- Coordinating Harm and Publicizing Crime

To prevent and disrupt harm and copycat behavior, we prohibit people from promoting or admitting to certain criminal or harmful activities targeted at people, businesses, property, or animals.

- Fraud and Deception

To prevent and disrupt harmful or fraudulent activity, we deny content aimed at deliberately deceiving people to gain an unfair advantage or deprive another of money, property, or legal right.

Safety

- Child Sexual Exploitation, Abuse and Nudity

We refuse to publish content that sexually exploits or endangers children.

- Sexual Exploitation of Adults

We do not allow content that depicts, threatens, or promotes sexual violence, sexual assault, or sexual exploitation. We do not allow content that displays, advocates, or coordinates sexual acts.

- Privacy Violations and Image Privacy Rights

You should not post personal or confidential information about others without first getting their consent. We also encourage people ways to report imagery that they believe to be in violation of their privacy rights.

Objectionable Content

- Violent and Graphic Content

We will not display content that glorifies violence or celebrates the suffering or humiliation of others.

- Adult Nudity and Sexual Activity

We restrict the display of nudity or sexual activity.

Respecting Intellectual Property

- Intellectual Property

INEXs Terms of Service do not allow people to post content that violates someone else's intellectual property rights, including copyright and trademark. You must own all the content and information you post on INEX. You must comply with other people's copyrights, trademarks, and other legal rights.

Ad Policies

The INEX Process

Before you can publish to any INEX signs, you must initially be established as a bona fide business by INEX. Once your account has been activated, your Primary Trusted Agent will be notified by email. Your Primary Trusted Agent or a Secondary Trusted Agent (designated by the Primary Trusted Agent) may post your images as long as they meet our Policies.

- Prohibited Content

- Illegal Products or Services. Your Products or Services must not constitute, facilitate, or promote illegal products, services, or activities. Ads targeting minors must not promote products, services, or content that are inappropriate, illegal, or unsafe, or that exploit, mislead, or exert undue pressure on the age groups targeted.
- Discriminatory Practices. Ads must not discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition.
- Tobacco and Related Products. Ads must not promote the sale or use of tobacco products and related paraphernalia. Advertisements must not promote electronic cigarettes, vaporizers, or any other products that simulate smoking.
- Unsafe Supplements. Ads must not promote the sale or use of unsafe supplements, as determined by INEX in its sole discretion.
- Weapons, Ammunition, or Explosives. Ads must not promote the sale or use of weapons, ammunition, or explosives. This includes advertisements for weapon modification accessories.
- Adult Products or Services. Ads must not promote the sale or use of adult products or services, except for ads regarding family planning and contraception. Ads for contraceptives must focus on the contraceptive features of the product, and not on sexual pleasure or sexual enhancement, and must be targeted to people 18 years or older.
- Adult Content. Ads must not contain adult content. This includes nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative. Ads that assert or imply the ability to meet someone, connect with them or view content created by them must not be positioned in a sexual way or with an intent to sexualize the person featured in the ad.
- Third-Party Infringement. Ads must not contain content that infringes upon or violates the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights. To report content that you feel may infringe upon or violate your rights, please Contact Us at violation@inex.net.
- Sensational Content. Ads must not contain shocking, sensational, inflammatory, or excessively violent content.
- Personal Attributes. Ads must not contain content that asserts or implies personal attributes. This includes direct or indirect assertions or implications about a person's race, ethnic origin, religion, beliefs, age, sexual orientation or practices, gender identity, disability, medical condition (including physical or mental health), financial status, membership in a trade union, criminal record, or name.
- Controversial Content. Ads must not contain content that exploits crises or controversial political or social issues
- Cheating and Deceitful Practices. Ads may not promote products or services that are designed to enable a user to engage in cheating or deceitful practices.
- Grammar & Profanity. Ads must not contain profanity or bad grammar and punctuation. Symbols, numbers, and letters must be used properly without the intention of circumventing our ad review process or other enforcement systems.
- Multilevel Marketing. Ads promoting income opportunities must fully describe the associated product or business model. It must not promote business models offering quick compensation for little investment, including multilevel marketing opportunities.
- Penny Auctions. Ads may not promote penny auctions, bidding fee auctions, or other similar business models
- Misleading Claims. Ads must not contain deceptive, false, or misleading claims like those relating to the effectiveness or characteristics of a product or service or claims setting unrealistic expectations for users such as misleading health, employment, or weight-loss claims.
- Unacceptable Business Practices. Ads must not promote products, services, or offers using deceptive or misleading practices, including those meant to swindle people out of money or personal information.
- Prohibited Financial Products and Services. Ads must not promote financial products and services that are frequently associated with misleading or deceptive promotional practices.
- Dating. No online dating services Ads.

- Use of Our Brand Assets

- Ads must not imply a INEX endorsement or partnership of any kind or use our Brand in ads or our Copyrights & Trademarks without our written permission.

- Advertisers are responsible for understanding and complying with all applicable laws and regulations. Failure to comply may result in a variety of consequences, including the cancellation of Ads you have placed and termination of your account.

- We reserve the right to reject, approve or remove any ad for any reason, in our sole discretion, including Ads that negatively affect our relationship with our users or that promote content, services, or activities, contrary to our competitive position, interests, or advertising philosophy.

- These policies are subject to change at any time without notice.

Payment Terms:

- Making Payments
 - When you make a payment through the INEX Products, you agree to provide valid payment credentials. When you have successfully added your payment credential, we will allow you to initiate a transaction using the payments features through the INEX Products.
 - Our Terms of Service (Terms) apply to your use of payments features through the INEX Products. In the event of any conflict between these Payments Terms and the Terms, the Payments Terms shall prevail.
- Payment Methods
 - You may fund your transactions using credit cards or debit cards.
 - When you provide a payment credential to us, you confirm that you are permitted to use that payment credential. When you fund a transaction, you authorize us (and our designated payment processor) to charge the full amount to the payment credential you designate for the transaction. You also authorize us to collect and store that payment credential, along with other related transaction information. We may also use certain payment card updater services, whose availability varies by issuer, to ensure we have the most up-to-date information about payment credential we may store.
 - If your transaction results in an overdraft or other fee from your bank, you alone are responsible for that fee.
- Actions We May Take
 - We may cancel any transaction if we believe the transaction violates any Terms, or if we believe doing so may prevent financial loss.
 - To prevent financial loss to you or to us, we may contact your payment credential issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with if we believe doing so may prevent financial loss or a violation of law.
- Disputes and Reversals
 - If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction.
 - If you experience a technical failure or interruption of service that causes your payment to fail, you may request that your transaction be completed later.
- Notices and Amendments to Payments Terms
 - By using payments features through the INEX Products, you agree that we may communicate with you electronically any important information regarding your payment(s) or your account. We may also provide notices to you by posting them on our website, or by sending them to a telephone number that you may have previously provided to us. Notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within three (3) business days of the time sent.
 - Except as otherwise stated, you must send notices to us relating to payments through the INEX and these Payments Terms by postal mail to: INEX, Attn: Information Exchange Network, Inc., 4212 Echohollow Trail, Edmond OK 73025.
 - We may update these Payments Terms at any time without notice as we deem necessary to the full extent permitted by law. The Payments Terms in place at the time you confirm a transaction will govern that transaction.