

## **AXXS TABLET TERMS OF SERVICE**

Date: October 1, 2018

### **Acceptance of the Terms of Service**

Welcome to the website of AxxS Tablet, LLC., (collectively the “Company”, “AxxS Tablet” “site” “we” or “us”). AxxS Tablet is the owner of a certain proprietary software Application (“application”) which provides educational and rehabilitation services to veteran service members, corrections and rehabilitation facilities through Health and Wellness, Workforce Integration, Career Building, Court Ordered, K-12 Educational and GED content. This learning content and support to users is combined with helping them communicate with a loved one through email and text messaging (the website and application are collectively known as the “Services”).

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Service”), govern your (“You” “User” “Agent” “third party”) access to and use of this website (the “Website”) and use of the Services.

Please read the Terms of Service carefully before you start to use the Website or Services. **By using the Website or Services, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy incorporated herein by reference (“Privacy Policy”).** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Website or Services.

This Website and Services are offered and available to users who are 18 years old or older. By using this Website or Services you represent and warrant that you are of legal age to form a binding contract with the Company. If you are not 18 years old or older, you must not access or use the Website or Services.

**“Agent”** means any entity or individual that markets, provides access to or licenses the AxxS Tablet App to Users or third parties.

**“Users”** means any person or entity who is incarcerated in a prison in the United States that as a result of Agent’s efforts uses the AxxS Tablet App. Can also mean a person in a rehabilitation center or veteran service member or anyone who purchases it from the Google Store.

**“Third Party”** shall mean any person that assists Agent or any Users with licensing and/or use of the AxxS Tablet App.

### **ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN**

**TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU**

**AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY  
BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO  
PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS.**

**Changes to the Terms of Service**

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website and Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

**Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Service and comply with them.

To access the Services and Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We may, without notice to you, at any time, revise these Terms of Service and any other information contained in this Web site. We may also make improvements or changes in the products, services, or programs described in this site at any time without notice.

**General**

This Web site contains proprietary notices and copyright information, the terms of which must be observed and followed.

The Company grants you a non-exclusive, non-transferable, limited permission to access and display the Web pages within this site as a user, customer or potential customer of the Services provided you comply with these Terms of Service, and all copyright, trademark, and other proprietary notices remain intact. You may only use a crawler to crawl this Web site as permitted by this Web site's robots.txt protocol, and the Company may block any crawlers in its sole discretion. The use authorized under this agreement is non-commercial in nature (e.g., you may not sell the content you access on or through this Web site.) All other use of this site is prohibited.

We grant you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sub licensable license to access and use the Services subject to this Agreement, the Privacy Policy and your obligation to pay for their Services. This license is for the sole purpose of letting you use and enjoy the Service's benefits in a way that these Terms and our Privacy Policy allows. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

Except for the limited permission in the preceding paragraphs, the Company does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this site on another Website or in any other media. Any software and other materials that are made available for downloading, access, or other use from this site with their own license terms will be governed by such terms, conditions, and notices. Your failure to comply with such terms or any of the terms on this site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession, custody or control.

## **Disclaimer**

From time to time, this Website may contain technical inaccuracies or typographical errors, and we do not warrant the accuracy of any posted information. Please confirm you are using the most up-to-date pages on this Web site, and confirm the accuracy and completeness of information

before using it to make decisions relating to services, products, or other matters described in this Web site.

If any term in this Terms of Service is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Terms of Service will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Terms of Service.

## **The Content of Others**

Much of the content ("content") on our Services is produced by users and other third parties ("third party content") and may contain content or materials ("materials") from publishers or other Users. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the person or organization that submitted it. Although AxxS Tablet LLC reserves the right to review all content that appears on the Services and to remove any content that violates these Terms, we do not necessarily review all of it. So we cannot—and do not—take responsibility for any content that others provide through the Services.

**"Any opinions, advice, statements, services, offers, or other information or content expressed or made available by Users and third parties, including information providers or any other users of the Website or Services, are those of the respective author(s) or distributor(s) and not of AxxS."**

You are responsible for your use of the website and Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. As such, you should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the website or Services or obtained by you through the website or Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the website or Services or endorse any opinions expressed via the website or Services. You understand that by using the website or Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the website or Services and, we cannot take responsibility for such Content.

We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us, as described in our Copyright policy.

Through these Terms, we make clear that we do not want the Services put to bad uses. But because we do not review all content, we cannot guarantee that content on the Services will always conform to our Terms.

You may be able to post User Content. You must not post any User Content that is threatening, abusive, unlawful, fraudulent, discriminatory, libelous, defamatory, obscene or otherwise objectionable, or that contains ethnic, sexual, racial or other discriminating slurs. You must also not post any User Content that contains proprietary information, trade secrets, confidential information, solicitations, advertisements, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing), or encourages or causes spamming or flooding.

You are prohibited from posting any User Content containing state, government or federal identification information or numbers (whether your own or of another person), such as national identification number, social security number, passport number, insurance number, driver's license number, immigration number, or any other similar number, code, or identifier. Posting such identification information could possibly cause identity theft. The Company may remove any such identification information, but we are under no obligation to do so and have no responsibility and disclaim all liability or damages for any user posting of such identification information.

The Company reserves the right to disclose all User Content and other relevant or related information, and the circumstances surrounding their transmission, to any third party in connection with operating the Site; to protect itself, its affiliates, its partners and its users or visitors; and to comply with legal obligations or governmental requests. What this means is that we may honor law enforcement or court-mandated requests such as subpoenas or search warrants to reveal a user's electronic address and identity, or other properly requested information.

Although we have no obligation to do so, we may monitor User Content, and reserve the right to delete any User Content or portion thereof that, in the Company's sole discretion, violates the above rules, including any User Content that is unrelated to the specific area of the Site on which it is posted, or that is an advertisement, or other commercial message, or that the Company determines in its sole discretion to be inappropriate. If you believe that any User Content violates this Agreement or our policies, please contact us immediately so that we may have the opportunity to consider whether to remove the content or not. Just so there is no ambiguity in these terms and conditions, the Company does not have any obligation to remove any User Content, and whether User Content is deemed to be inappropriate or violates any Company policy will always remain within the sole discretion of the Company.

Please take note of the following: Section 230 of the U.S. Communications Decency Act provides that:

(1) Treatment of publisher or speaker

No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

(2) Civil liability No provider or user of an interactive computer service shall be held liable on account of-

(A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected; or

(B) any action taken to enable or make available to information content providers or others the technical means to restrict access to material described in paragraph (1).

## **8. License to User Content and Feedback**

You retain your rights to any Content you submit, post or display on or through the website or Services. What's yours is yours — you own your Content (and your photos and videos are part of the Content).

By submitting, posting or displaying Content on or through the website or Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for AxxS Tablet to provide, promote, and improve the website or Services and to make Content submitted to or through the website or Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by AxxS Tablet, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the website or Services.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

Only to the extent as permitted by law, if you post content or submit material to the Company, including photographs or material you grant Us a nonexclusive, worldwide, perpetual, (revocable

only as described below), fully paid, royalty-free, sublicensable right and license to use, sell, make, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such content and materials for the purpose of publishing material on the Company's website or its publisher partners, maintaining the Company website and promoting the Company without restriction. You further grant to the Company, its affiliates, and sublicensees the right to use your user name, user name, and/or trademarks and logos in connection with any such User Content or Company marketing materials or content that we might publish or display on the site.

As a user of the site, you represent, warrant and acknowledge that: (i) you own the User Content that you submit, display, post or otherwise make available on or through the Site, or that you otherwise have the right to grant the license set forth in this section, (ii) that all such User Content, and its submission, display, posting or availability on or through the Site does not violate any applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity, and (iii) such submission, posting, display or availability on or through the Site does not result in or cause any breach of contract between you and any third party. You further agree to pay for all royalties, fees, damages, and any other monies of any kind owed to any person or entity by reason of such User Content. You agree to defend, indemnify and hold harmless the Company and its affiliates and sublicensees from all claims of any kind resulting from any such User Content. If you desire to request to revoke the license granted by you in this Section for any such User Content, you must send a certified letter of request to the postal address listed above with a copy of your passport or national identity card (for identity verification purposes) and request removal of such User Content. Your certified letter of request to remove such User Content must include (a) your name, address, telephone number, and email address; (b) the signature of the applicable rights holder for such User Content or a person authorized to act on behalf of the rights holder; (c) identification of the User Content for which the license is to be revoked, and please provide all necessary information reasonably sufficient to allow the Company to locate and remove such User Content on the Site; (d) a written statement certifying that you have a good faith belief that you are the rights holder or authorized by the rights holder to revoke the license for the designated User Content; and (e) a statement that the information in the request to remove the user content is accurate, and under penalty of perjury, that you are the rights holder or are authorized to act on behalf of the rights holder with respect to such User Content that you desire to be removed from the site.

Only if you desire to do so voluntarily, you may offer feedback to the Company about the functionality and performance of the Site, including, without limitation, identifying ways to modify the site, potential errors, making improvements, fixing bugs, or enhancements ("Feedback"). By providing Feedback, you hereby grant to the Company a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right and license to use, sell, make sublicense, reproduce, perform, distribute, display, prepare derivative works from and otherwise

exploit all such Feedback for any purpose without restriction. You agree that the Company may disclose any or all Feedback to any third party in any manner, and you agree that the Company may sublicense any or all Feedback in any form to any third party without restriction. By providing any Feedback, you agree that your provision of such Feedback is unsolicited, gratuitous and without restriction, and will not put the Company under any confidentiality, fiduciary, or other any obligation, and that the Company is free to use such Feedback without any additional compensation to you, and that we are free to disclose such Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by accepting any Feedback, we do not waive any rights to use similar or related ideas previously known to the Company, or developed or created by its employees, or derived from sources other than you.

### **Confidential information**

The Company does not want to receive confidential or proprietary information from you through our Web site. Please note that any information or material sent to the Company will be deemed NOT to be confidential. By sending the Company any information or material, you grant the Company an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information. You also agree that the Company is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law. Personally-identifiable information that you submit to the Company for the purpose of receiving products or services will be handled in accordance with our privacy policies. Please see the tab entitled “Privacy” for information regarding the Company’s privacy policies.

### **Global availability**

Information the Company publishes on the Internet may contain references or cross references to the Company’s products, programs and services that are not announced or available in your country. Such references do not imply that the Company intends to announce or make available such products, programs, or services in your country.

## **12. Links to Third Party Sites**

The Services may contain links to other websites (“Linked Site(s)” or “third party sites”). The Linked Sites are not under the control of Company and Company is not responsible for the



contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Company is not responsible for webcasting or any other form of transmission received from any Linked Site. Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Company of the site or any association with its operators.

IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES SUFFERED BY A USER (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY LINKED SITE OR THIRD PARTY WEBSITE OR RELATED SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER AxxS Tablet WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT SUCH DAMAGES WERE POSSIBLE.

### **Linking to this site**

The Company consents only to links to this website in which the link and the pages that are activated by the link do not: (a) create frames around any page on this Web site or use other techniques that alter in any way the visual presentation or appearance of any content within this site; (b) misrepresent your relationship with the Company; (c) imply that the Company approves or endorses you, your Web site, or your service or product offerings; and (d) present false or misleading impressions about the Company or otherwise damage the goodwill associated with the the Company name or trademarks. As a further condition to being permitted to link to this site, you agree that the Company may at any time, in its sole discretion, terminate permission to link to this Web site. In such event, you agree to immediately remove all links to this Web site and to cease any related use of the Company trademarks.

### **Acts Against the Services**

You shall not attempt or engage in potentially harmful acts that are directed against the Services including, without limitation, any one or more of the following: (a) Using the Services in contravention of any other agreement to which you are a party, including without limitation any employment agreement to which you may be a party; (b) causing, allowing, or assisting any other person to impersonate you; (c) sharing your password or login with any other person; (d) logging onto a server or Account that you are not authorized to access; (e) creating more than one account, forging user names, manipulating identifiers, or otherwise impersonating any other person or misrepresenting your identity or affiliation with any person or entity; (f) posting content that contains pornography, graphic violence, threats, hate speech, or incitements to

violence; (g) violating or attempting to violate any security features of the Services; (h) emulating or faking usage of the Services; (i) using manual or automated software, devices, scripts, robots, or other means or processes to access, “scrape,” “crawl,” or “spider” any pages contained in the Site; (j) introducing viruses, worms, software, Trojan horses, or other similar harmful code into the Services; (k) interfering or attempting to interfere with the use of the Services by any other user, host, or network, including without limitation by means of submitting a virus, overloading, “flooding,” “spamming,” “mail bombing,” “pinging,” or “crashing” the Services; (l) causing, allowing or assisting machines, bots, or automated services to access or use the Services without the express written permission of AxxS Tablet; (m) tampering with the operation, functionality, or the security of the Services; (n) attempting to override or circumvent any security or usage rules embedded into the Services that permit digital materials to be protected; (o) attempting to probe, scan, or test the vulnerability of the Services, or any associated system or network, or breach any security or authentication measures; (p) misusing, tricking, disrupting, or otherwise interfering with the functioning of the Services; (q) harvesting or collecting email addresses or other contact information of other users or clients from the Services by electronic or other means; (r) reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for any underlying intellectual property used to provide the Services; (s) engaging in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services; (t) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (u) deep-linking to any portion of this Services without our express written permission; (v) acting illegally or maliciously against the business interests or reputation of AxxS Tablet; (w) hyperlinking to the Services from any other website without our initial and ongoing consent; (x) using the Services or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with AxxS Tablet; (y) reselling or repurposing your access to the Services or any purchases made through the Services; or (z) using the Services or any of its resources to solicit other users of the Services, Merchants or other business partners of AxxS Tablet to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with AxxS Tablet, including without limitation, aggregating current or previously offered coupons or deals.

Violations of system or network security may result in civil or criminal liability. You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise impair a computer’s functionality or operation.

## **Respecting Other People's Rights**

AxxS Tablet respects the rights of others. And so should you. You therefore may not upload, post, send, or store content that:

- violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right;
- bullies, harasses, or intimidates;

- promotes or encourages self-injury which includes but is not limited to suicide, eating disorders, cutting, burning or scratching;
- promotes or advertises the sale of drugs, firearms, explosives or anything illegal;
- contains pornography, nudity, graphic violence, threats, hate speech, or incitements to violence;
- discriminates in anyway including race, skin color, national origin, gender, disability, religion or age;
- defames; or
- spams or solicits AxxS Tablet's users.

You must also respect other's rights. These Terms do not grant you any right to:

- use branding, logos, designs, photographs, videos, or any other materials used in our Services;
- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth in these Terms;
- use the Services or any content on the Services for any commercial purposes without our consent.

In short: You may not use the Services or the content on the Services in ways that are not authorized by these Terms. Nor may you help or enable anyone else in doing so.

### **Respecting Copyright**

We honor the requirements set forth in the Digital Millennium Copyright Act. We therefore take reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. And if the Company becomes aware that one of its users has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate the user's account.

We make it easy for you to report suspected copyright infringement. If you believe that anything on the the website infringes a copyright that you own or control, please contact Us:

### **AxxS Tablet**

Attn: Copyright Agent

Address - 18 Village Plaza, Box 179, Shelbyville, KY 40065.

Email: [info@axxstablet.com](mailto:info@axxstablet.com)

If you file a notice by mail with Us, it must comply with the requirements set forth at 17 U.S.C. § 512(c)(3). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

### **Intellectual property rights**

You acknowledge that all intellectual property rights in the Services, and the Documents anywhere in the world belong to AxxS Tablet or our licensors, that rights in them are licensed (not sold) to you, and that you have no rights in, or to, the Services or the Documents other than the right to use each of them in accordance with these Terms.

You acknowledge that you have no right to have access to the Services in source-code form.

### **Trademark Information**

You agree that all of AxxS Tablet's trademarks, trade names, service marks, and other logos and brand features that are displayed via the Services (collectively, the "Marks") are trademarks and the property of AxxS Tablet. You agree not to display or use Our Marks in any manner without Our prior permission. Sponsor and third party website trademarks are the property of the respective Sponsors and third parties. The display of any Sponsor or third parties trademarks via the Services does not necessarily mean that AxxS Tablet has an affiliation with these entities.

## **27. Disclaimers**

We try to keep the website and Services up and running and free of annoyances. But we make no promises that we will succeed.

THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE AXXS TABLET ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE WEBSITE AND SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE WEBSITE AND SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY AXXS TABLET CONTENT, USER CONTENT, THIRD PARTY CONTENT, MATERIALS OR INFORMATION YOU OBTAIN ON OR THROUGH THE WEBSITE OR SERVICES WILL BE TIMELY OR ACCURATE.

AXXS TABLET TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT OR MATERIALS OF ANY KIND THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR WEBSITE AND SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH AXXS TABLET WILL BE RESPONSIBLE FOR.

AXXS TABLET DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO AXXS TABLET'S SERVICES, THE WEBSITE, OR INFORMATION CONTAINED ON THE WEBSITE OR SERVICES INCLUDING ANY THIRD PARTY SITES OR THIRD PARTY LINKS.

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

## **28. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE THAT AXXS TABLET, ITS AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OWNERS WILL NOT BE LIABLE FOR ANY PERSONAL INJURY, EMOTIONAL DISTRESS, DEATH OR FOR ANY INDIRECT, DIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR USE OF THE WEBSITE OR YOUR USE OF AXXS TABLET'S SERVICES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING

NEGLIGENCE), INDEMNITY, OR OTHERWISE, EVEN IF AXXS TABLET OR ITS AFFILIATES, OR THEIR THIRD-PARTY LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF OR RELIANCE ON THE WEBSITE OR SERVICES, OR FROM RELIANCE OR DAMAGE CAUSED BY: (I) INFORMATION, MATERIALS, USER CONTENT OR THIRD PARTY CONTENT POSTED ON THE WEBSITE OR SERVICES, (II) FROM THE INABILITY TO USE THE WEBSITE OR SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE WEBSITE OR SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES RECEIVED THROUGH ANY THIRD PARTY OR LINKED SITES MADE AVAILABLE ON THE WEBSITE OR SERVICES FROM THIRD PARTY WEBSITES. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITE OR SERVICES OR ANY INFORMATION THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE WEBSITE OR SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND TO THE FULLEST EXTENT PERMITTED BY LAW.

YOU ALSO AGREE THAT AXXS TABLET SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND SUFFERED BY YOU AS A RESULT OF ANY ACTIONS OR OMISSIONS TAKEN BY ANY AGENTS AS DEFINED IN THIS AGREEMENT.

YOU ALSO AGREE THAT AXXS TABLET TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY OF THE FEES CHARGED BY AGENTS FOR YOU TO USE THE SERVICES.

YOU ALSO AGREE THAT AGENTS ARE SOLELY RESPONSIBLE FOR SETTling ANY DISPUTES, CLAIMS OF DAMAGES OR REQUESTS FOR REFUNDS CLAIMED BY ANY USER OF THE SERVICES.

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

User acknowledges and agrees that without the foregoing exclusions and limitations of liability, The Company would not be able to offer the website or services, and that such exclusions and limitations of liability shall apply, even if they would cause user's remedies under this agreement to fail of their essential purpose.

## **Applicable**

## **Law**

By using the website and Services you agree that the laws of the State of Kentucky without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Us.

## **Disputes**

ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE AND SERVICES SHALL BE SUBMITTED TO CONFIDENTIAL BINDING ARBITRATION IN LOUISVILLE, KENTUCKY EXCEPT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

CONFIDENTIAL ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY UNDER THE CONSUMER ARBITRATION RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA'S CONSUMER RULES"), EXCLUDING ANY RULES AND PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE RULES ARE AVAILABLE AT THE AMERICAN ARBITRATION ASSOCIATION'S WEBSITE.

YOU AND THE COMPANY AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.

THE ARBITRATOR SHALL APPLY KENTUCKY LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN LOUISVILLE, KENTUCKY .

If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules.

## **Indemnification**

You understand and agree that you are personally responsible for your behavior on the website and use of the Services. You agree to indemnify, defend and hold harmless AxxS Tablet, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the website, Services or the Content, or any violation by you of these Terms of Service.

## **PAYMENTS AND BILLING**

### **PAYMENT SERVICES**

Users are charged Fees by Agents to use the Services. We might charge users directly to use the Services.

### **BILLING**

If we charge you directly to use the Services we will use the services of a third party credit card payment processor. When we don't collect or process payments made by Users to use the Services the processing of payments related to the use of the Services will be done directly by an Agent who might collect information from you or about you including but not limited to your social security number, Tax ID number, credit card information and bank information. You should should review the Agent's terms and conditions and privacy policy agreements located on its website.

### **PAYMENT METHOD**

The terms of your payment to use the Services will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.



## **Force Majure**

In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance.

## **Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

## **Entire Agreement**

The Terms of Service, including all documents expressly incorporated herein by reference, constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

## **Your Comments and Concerns**

This website is operated by AxxS Tablet Inc. located at 18 Village Plaza, Box 179, Shelbyville, KY 40065.

All other notices, feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [info@axxstablet.com](mailto:info@axxstablet.com)

Thank you for visiting the Website.

