

# **User Manual**

2019



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# **Terms of Service**

AxxS Tablet websites, devices and application may be used for monitored and restricted communications to and from inmates of jails, prisons, other places of government-sponsored incarceration or detection of individuals. Also, rehabilitation facilities, veteran service members and any organization using the AxxS Table websites app services. Unless you are a corrections agency approved confidential Visitor, all electronic mail, SMS messaging and/or video visitation communications are subject at all times to interception, monitoring, review, and recording at this time by law enforcement or other authorized corrections personnel. AxxS Tablet cannot grant or approve Confidential Victors Status. To become an approved Confidential Victor of an AxxS Tablet user, you must contact the corrections agency in charge of the facility which the inmate is housed.

# **AxxS Tablet Overview of Services**

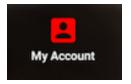
#### Welcome to AxxS Tablet, LLC. We are excited to offer the following:

- Free Health and Wellness content and live chat feature through M&S Navi-Gator
- Free Education and Training courses
- Free Entertainment (podcast, games, movies, news, etc.)
- Email Charge .50 for all outgoing; incoming is free
- Text Messaging Charge- .50 for all outgoing; incoming is free
- Access to prep GED (flat rate \$10), Court Ordered Classes (flat rat \$25 per course) and College readiness classes (free)
- **Tablet rental rate** is based on a price per minute not to exceed .05. Check your facility rate under **My Account Check Account Balance**.

#### Add Email and Text Messaging Contacts - .50 for all outgoing

- Text Add/New Number Must have contact's number, first, last name and relationship
- Email Add/New Email Must have contact's email address, first, last name and relationship
- All contacts must be approved by the facility
- All contacts must accept your email and text requests. If they do not see your email request tell them to <u>check spam</u>.

NOTE: we are creating a feature that will allow users to set up email and text without preapproval



#### My Account

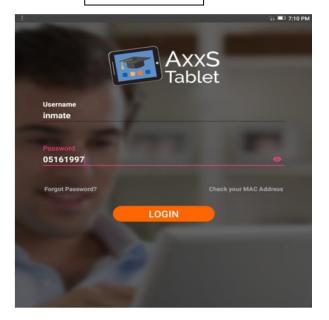
- Check Account Balance and Tablet Rental Rate (the tablet will tell you when you are at \$5 and need to add more funds)
- Manage Security Questions
- Change Password
- History of Service list will list all the services you have use on the tablet and the fees
- Terms and Condition
- Terms and Service and Privacy Policy approved when you first login to the app
- Logout The tablet will also time out due to inactivity.

# **AxxS Tablet Login**

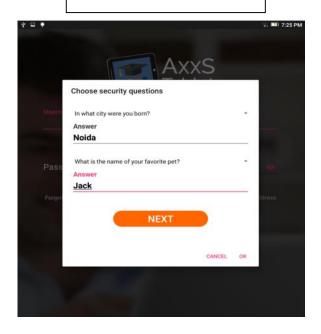
## 1. The First Time a User/inmate Logins

- 1. When a user logs in for the first time they will use their user ID as username and Date of Birth as password (mmddyyyy).
- 2. After a user logs in, eight security questions will show. Two security questions will be asked to answer before they can change their password. The user should not tell his/her answer and user ID to other users as they can reset their password.
- 3. The user can now change his/her password by entering a new password and confirm the password. Then the password and security question will be successfully updated.

Login Screen



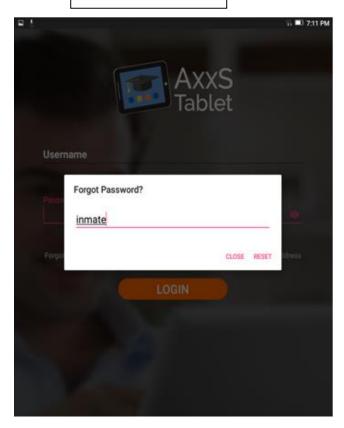
**Two Security Questions** 



# 2. Forgot (reset) Password

- 1. When a user wants to reset their password, they will press forgot password button, then they will enter their user ID, then press reset.
- 2. The user will be asked to answer the two security questions that they have submitted the first time they logged in. If they entered their questions correctly, then they will be directed to reset password page.
- 3. User can change their password by selecting new security questions. If they forget their security questions, then they will have to click forgot security answers. Once they click this button it will default their password back to their birthday.

Forgot Password

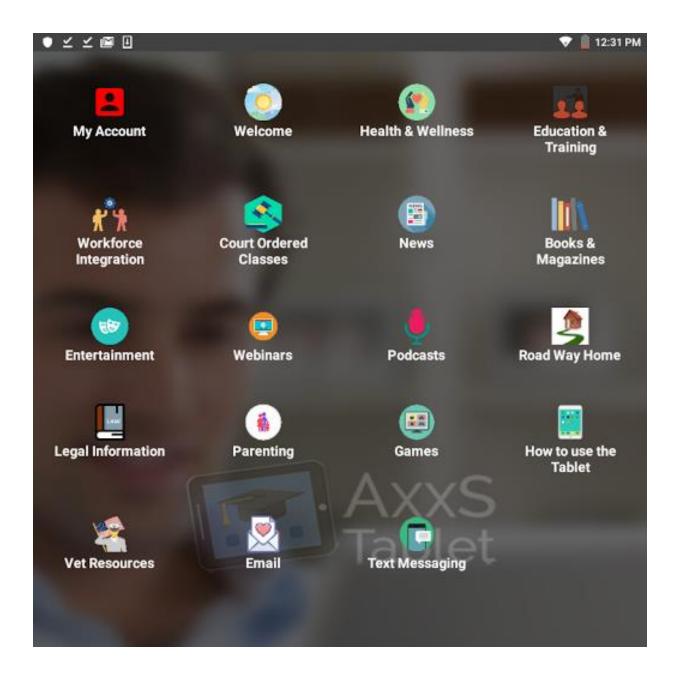


Two security question will be asked to answer before they can change their password. A total of 8 questions are available and they can change the questions at any time.

Now a user will change his/her password by entering a new password and confirm password. Then the password and security question will be successfully updated.

Security questions should not be revealed as by using them anyone can access their account if they also have the user's login ID.

# **Tablet Services**



## **Working in the Tablet**

- Click the main folder and choose the services you are interested in
- Upper right corner Next, PREV while in a service (next screen previous screen)
- Upper left corner X and the name of service is to leave the service
- Upper left corner ← and the name of folder takes you back to the home screen
- Paid services will inform you before moving forward that there is a charge
- Unauthorized Access If you see this, click back. Some content will not let you move forward.

# **Email and Text Messaging Summary**

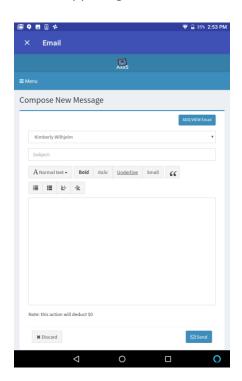
- Text and Email Charge .50 for all outgoing; incoming is free
- Your email address first, middle Initial, last name@theaxxstablet.com
- All contacts must be approved by the facility
- All contacts must accept your email requests. The request will come over with your name so they will know it is you emailing them. If they do not see your email request tell them to check spam.
- All contacts must accept your text requests. The request will come over with your name so they will know it is you texting them.
- You can also click menu on the left side of the screen or PREV on the right side to stay in the service

# **Email Instructions**

When you open this service it will tell you outgoing emails are .50. You can proceed and read any incoming emails if you do not want to send any outgoing ones.

## **Compose New Message**

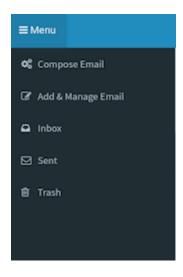
- Before you can send a message you have to add your contact. Once your contacts are added select the down arrow at the right of the first box and it will list all them all.
- Upper right Add/New Email This is where you add a new contact



Menu - Select Menu at the upper left corner

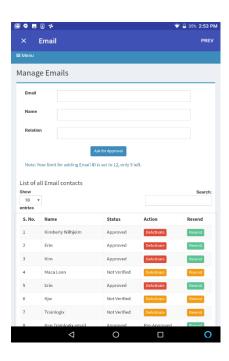


Menu Options - Now you will see a list of options on the left under the word menu

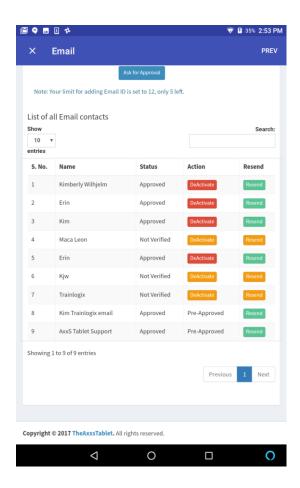


Add & Manage Email – Fill out the form so you can have your email contact approved. Once the facility approves the contact your contact person has to accept your request.

- You may be in a facility that does not require reapproved emails so if you know the email address you can start emailing
- If your facility requires reapproved you must have contact's email address, first, last name and relationship

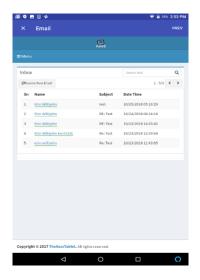


**List of all Email contacts** – If you have to have your email preapproved you will see them listed and you will be able to Activate or deactivate a contact



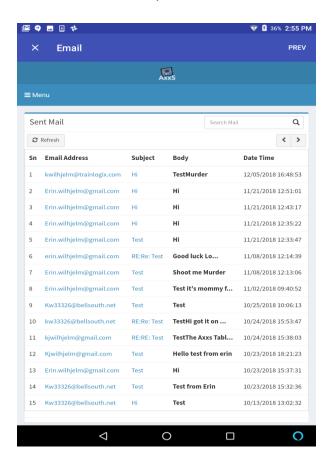
**Inbox** – This option lists all your incoming emails

- Receive New Email Click this to receive new emails
- Name Underlined This will open up for you to see the email sent
  - o At the bottom left you can forward or reply to an email
- Subject date/time The subject of a email, date and time.
- Click Name, Subject, Date Time and they will sort

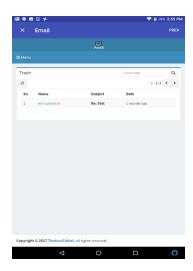


# Sent – This list all the emails you have sent

- Refresh upper left click to update emails sent
- Email Address, Subject, Body, Date/time
- Search Mail
- all the emails you have sent



**Trash**- Delete the emails. Name, Subject Date

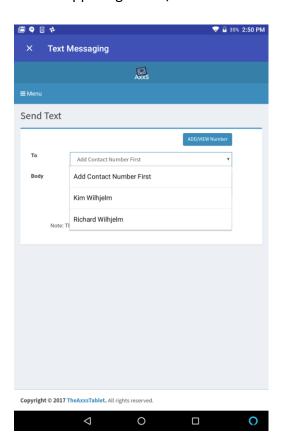


# **Text Instructions**

When you open the service it will tell you outgoing text messages are .50. You can proceed and read any incoming messages if you do not want to send any outgoing ones.

# **Compose New Message**

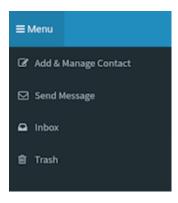
- Before you can send a text message to someone you have to add their contact. Once their contacts are added select the down arrow at the right of the first box and it will list them all.
- Upper right Add/New Number This is where you add a new contact



Menu - Select Menu at the upper left corner

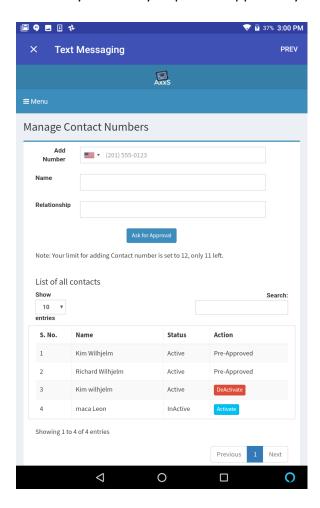


Menu Options - Now you will see a list of options on the left under the word menu



**Add & Manage Contact** – Fill out the form so you can have your text contact approved. Once the facility approves the contact your contact person has to accept your request.

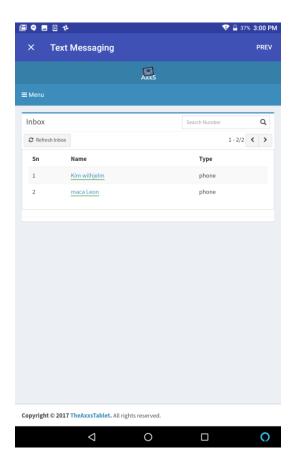
- You may be in a facility that does not require reapproved text numbers so if you know the SMS (cell) number you can start sending messages.
- If your facility requires reapproved you must have contact's cell number, first, last name and relationship



**List of all text message contacts** – If you have to have your SMS (cell) pre approved you will see them listed and you will be able to Activate or deactivate a contact under the "Add & Manage Contacts" section as seen above.

**Inbox** – This option lists all your incoming and outgoing message in a chat box form.

- Receive New Messages Click this to receive new messages
- Name Underlined This will open up for you to see the conversation between you and this contact.
  - o At the top of the screen under "Receive New Messages" you can reply to the message.
- Subject date/time The subject of text message, date and time.
- Click Name, Subject, Date Time and they will sort



Trash- Delete the emails.

Name, Subject Date



# **Health & Wellness Navi-Gator Guidelines & Policies**

## How to Use the App

- Resources designed to help through any life event are made available in article format, organized by category. Feel free to explore at your leisure.
- Some resources, such as courses or webinars, will require you to create an individual account for tracking and crediting purposes. You will be prompted to do this as necessary. You have permission to do this.
- A live chat feature is available to help you better navigate the app, to find specific resources within the app, or to do legwork for you in finding relevant resources hosted outside of the app. How to use this is listed out below.
- When finished, make sure you log out. Log out of both your individual account (if you've logged in under one), and the Nagi-Gator app in general. To do this, tap "SIGN OUT" in the upper right corner of the page.

#### **How to Use the Live Chat**

- Chat Agents will be available to assist you via Live Chat between 8:00am 4:30pm EST, Mondays-Fridays.
- Whenever Agents are available, simply tap the blue "Live Chat" tab on the right side of the page to bring up the chat window.
- You will need to answer a few pre-chat questions before being brought to an Agent. You will provide your first and last name, and indicate whether or not you have used the Navi-Gator app and the Live Chat before.
- After submitting these answers, you will immediately be brought to chat with a real person who will treat you with respect and do their best to help you find what you are looking for.
- The chat window will follow you as you navigate through the app.
- At the end of the chat engagement, you will have the opportunity to say whether or not your Chat Agent resolved your issue, and to rate your experience within the chat, from Very Satisfied to Very Unsatisfied.
- If no Agents are available, the tab on the right will be gray and say "Chat is Offline."

## **User Behavior Policy**

- Users will only use the content of this app for the purpose of growth and self-betterment.
- Users will only use the Live Chat for its intended purpose of assistance in navigating the app and finding specific, appropriate resources.
- Users will be polite and respectful to the Agents of the Live Chat at all times.
- Abuse of the Live Chat is held under a One Strike (1) Policy. A Chat Agent will first warn a user of inappropriate language or behavior. If this warning is ignored, the Chat Agent has the right to end the chat immediately. This immediate end is your One Strike and you will be permanently banned from using the Navi-Gator App and the Live Chat again.

#### 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, 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

# Email: 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

Thank you for visiting the Website.

## AXXS TABLET PRIVACY POLICY

#### Effective date: October 1, 2018

This Privacy Policy ("Policy") lets you know how AxxS Tablet, LLC ("AxxS", "We, "Us") collects and uses your Personal Information, how you can control its use, and describes our practices regarding information collected from our website, computer or software applications, and social media pages and HTML-formatted e-mail messages (collectively, the "Services").

"You" is defined as either a person that visits the AxxS Tablet Website or any Users, Agents or Third Parties as defined in the Terms of Service.

This policy applies to information we collect:

- On this Website.
- In e-mail, text and other electronic messages between you and this Website.
- Through mobile and desktop applications you download from this Website, which provide dedicated nonbrowser-based interaction between you and this Website.
- Through Use of the Services that are licensed to you by an Agent or third party.
- When you interact with our advertising and applications on third-party websites and services, if those applications
  or advertising include links to this policy.

It does not apply to information collected by:

- us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website.

We do not participate in the E.U. - U.S. and Swiss - U.S. Privacy Shield Frameworks and do not comply with the Privacy Shield Principles.

We at AxxS know you care about how your personal information is used and shared, and we take your privacy seriously. Please read the following to learn more about our Privacy Policy. By using or accessing the Services in any manner, you acknowledge that you accept the practices and policies outlined in this Privacy Policy, and you hereby authorize AxxS to collect, use, and share your information for the purposes identified herein and on the Site.

Remember that your use of AxxS' Services is at all times subject to the Terms of Service, which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Service.

The Services may provide links to or the ability to connect with non-AxxS websites, services, social networks or applications. Clicking on those links or enabling those connections might allow the third party to collect or share information about you. Those third-party websites or services are beyond AxxS' control. AxxS advises you to check the privacy policies and terms of use of any non-AxxS websites or services before providing any of your Personal Information to them.

As noted in the Terms of Service, we do not knowingly collect or solicit personal information from anyone under the age of 13. If you are under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn that we have collected personal information from anyone under age 13, we will delete that

information as quickly as possible. If you believe that anyone under the age of 13 may have provided us personal information, please contact us at info@axxstablet.com.

#### 1. Will AxxS ever change this Privacy Policy?

We're constantly trying to improve our Services, so we may need to change this Privacy Policy from time to time as well, but we will alert you to changes by placing a notice in the app, by sending you an email, and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes.

- **2. WHAT DOES AXXS DO WITH YOUR INFORMATION.** We want to be very clear about the type of information we collect and how we use it to deliver our Services to you and operate our business. We do not sell or share your Personal Information with third parties for their own commercial uses without your consent.
- a) Types of Information We Collect. In connection with accessing our Services, we may collect information from you which can be used to identify you ("Personal Information"), such as your name, postal address, email address, phone, username and password and ANY OTHER INFORMATION THE WEBSITE COLLECTS THAT IS DEFINED AS PERSONAL OR PERSONALLY IDENTIFIABLE INFORMATION UNDER AN APPLICABLE LAW ("personal information"). Our website might also collect personal information that is about you but individually does not identify you, and/or about your internet connection, the equipment you use to access our Website and usage details.

We collect information when you register or open an account, sign in, pay a bill, purchase a Service, call us for support, or give us any type of feedback. We may also get information from other companies or third parties, or when we may use service providers to supplement the Personal Information you give us such as validating your mailing address to help us maintain the accuracy of your data and provide you with better service. We might also collect content or other information that you may provide or create when you interact with our Services.

To create and open an account through the Services, We may require you to provide personal information to identify yourself such as name, email address, password, phone number, date of birth and social security number or federal EIN number.

When paying to use the Services 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.

We may also automatically collect certain usage information when you access our Services ("Usage Data"), such as Internet Protocol address ("IP address") and information derived from your IP address such as your geographic location, log files, unique device identifiers, pages viewed, browser type, any links you click on to leave or interact with our Services, and other usage information collected from cookies and other tracking technologies. We collect IP addresses to track and aggregate non-personal information, such as using IP addresses to monitor the regions from which users navigate to our Services. We also collect IP addresses from users when they log into the Services as part of our log-in and security features. We may also, when you enable location-based Services, collect Global Positioning System (GPS) location data and/or motion data. We may also collect Past transactional behavior conducted by You on the Services, Information about your company such as the name, size and location of your company and your role within the company, and Behavioral or demographic attributes, when tied to personal identifiers.

AxxS may also collect additional information through your dealings with and use of the Services and non-AxxS websites, which does not disclose your specific identity or does not directly relate to an individual. Additional information may include, but is not limited to:

- Internet Protocol address ("IP address") and information derived from your IP address such as your geographic location;
- Geographic location showing where You are using the Services;
- Information about your devices such as information contained in HTTP Headers (defined below) or other internet transfer protocol signals, browser or device type and version; operating system, user-agent strings and information about or from the presence or use of "apps" on your mobile devices, screen resolution, and your preferred language;
- Unique IDs such as a cookie placed on your computer, mobile or device IDs;
- Behavioral data and information about your usage of the Services, including webpages clicked, websites and content areas visited, date and time of activities;
- The web search you undertook to locate and navigate to the Services.

We might also may put together additional information with Personal Information, such as gathering geographical location from your IP address and combining all of this with behavioral data about your usage of the Services with your name. If we combine additional information with personal Information, we will treat the combined information as Personal Information.

We might also collect personal information from you if you log into our Services using a Third Party Social Network such as Facebook, Instagram or Snapchat.

Our Services may change over time and we may introduce new features that may collect new or different types of information.

- **b) How AxxS Uses Your Information.** AxxS may use your Personal Information it collects (unless otherwise prohibited by applicable law), for the following purposes:
- (i) Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to use our paid services, posting material or requesting further services. We may also ask you for information when you report a problem with our Website.
- (ii) Account Registration. We may use your name, address, phone number, and email address to register your AxxS Account for certain Services we provide and to communicate important information to you. We may obtain additional Personal Information about you, such as address change information, from commercially available sources, to keep our records current. If you set up an administrator account that may be accessed by people other than you, please note that they may see and have the ability to change or delete your Personal Information.
- (iii) Records and copies of your correspondence (including e-mail addresses), if you contact us.
- (iv) Your responses to surveys that we might ask you to complete for research purposes.
- (v) Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.
- (vi) Your search queries on the Website

- (vii) To bill and collect money owed to us by our Customers. This includes sending you emails, invoices, receipts, notices of delinquency, and alerting you if we need a different credit card number. We use third parties for secure credit card transaction processing, and we send billing information to those third parties to process your orders and credit card payments.
- (viii) To send you System Alert messages. For example, we may inform you of temporary or permanent changes to our Services, such as scheduled outages, new features, version updates, releases, abuse warnings, and changes to our Privacy Policy.
- (ix) To enforce compliance with our Terms and Conditions and applicable law. This may include developing tools and algorithms that help us prevent violations.
- (x) To protect the rights and safety of our Employees, Customers and third parties, as well as our own.
- (xi) To meet legal requirements, including complying with court orders, valid discovery requests, valid subpoenas, and other appropriate legal mechanisms which includes responding to lawful requests by public authorities, including to meet national security or law enforcement requirements.
- (xii) To communicate with our Customers about their account and provide customer support.
- (xiii) To Let You Know About Other Services. We may use your information to communicate with you about our Services and to give you offers for third party products and services that may be of use to you.
- (xiv) To Improve Services and Develop New Services. We may use your information to personalize or customize your experience to develop new features or services, and to improve the overall quality of AxxS' Services.
- (xv) Feedback. We may use any information you volunteer provide to us in surveys you answer and combine them with answers from other customers in order for us to better understand our Services and how we may improve them. Of course, answering any survey is optional.
- (xvi) To Provide Our Services and Operate Our Business. We may use your information to operate our business, including providing any Services that you have requested, provide you with support related to our Services, and to help us protect our Services, which includes taking action against fraud and protect your information.
- (xvii) Customer Service and Technical Support. We may use your name, address, phone number, email address, how you interact with our Services, and information about your computer configuration to deal with and resolve questions you may have about our Services and to follow up with you about your experience.
- (xviii) Publishing or Sharing Combined Information from Many Users In a Manner that Would Not Allow You or Any Other Person to be Identified Personally. We may prepare and share information about our customers with third parties, such as advertisers or partners, for research, marketing and/or promotional purposes but only in a way that would not allow you or any other person to be identified. For example, we may share demographic data that describes the percentage of our customers who use one of our services or who use a specific operating system. We or our third party partners may publicly report the aggregated findings of the research or analysis, but only in a way that would not allow you or any other person to be identified.
- (xix) To provide information to representatives and advisors, including attorneys and accountants, to help us comply with legal, accounting, or security requirements.
- (xx) To prosecute and defend a court, arbitration, or similar legal proceeding.

(xxi) To provide suggestions to you. This includes adding features that compare Customers' content or communications, using data to suggest products or services that you may be interested in or that may be relevant to you.

(xxii) To transfer your information in the case of a sale, merger, consolidation, liquidation, reorganization, or acquisition. In that event, any acquirer will be subject to our obligations under this Privacy Policy, including your rights to access and choice. We will notify you of the change either by sending you an email or posting a notice on our Website.

(xxiii) Customer Testimonials. We might at some point upload Customers testimonials on our Services that may contain Personal Information. Before doing so, we will obtain your consent to use your name and testimonial. If you ever desire to delete a testimonial, please contact us at

(xxiv) Respond to Your Requests. AxxS may also use Personal Information in order to respond directly to your information requests.

(xxv) Third Party Social Networks. AxxS may use your Personal Information to connect with you on third party social networks. AxxS' interactions with you on any third party social network would be subject to that network's privacy policies and terms of use.

(xxvi) We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages/you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

c) How Does AxxS Share Your Personal Information. We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- (i) Third Party Service Providers. We do not share your personal information with unaffiliated third parties except agents or companies acting on AxxS' behalf. This means we may share information about you with service providers or agents in order to have them perform on our behalf any of the activities we are permitted to conduct under this Privacy Policy and our Terms of Service including but not limited to website design, sending email communications, fraud detection and prevention, customer care, removing repetitive information from customer lists, analyzing data, providing marketing assistance, providing search results and links (including paid listings and links), processing credit card payments, providing customer service or performing analytics. These third parties are acting on our behalf so while they may have access to your information they're required to follow our instructions and meet the standards explained in our Privacy Policy when handling information about you that we provide them.
- (ii) To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of the Company's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by the Company about our Website users is among the assets transferred.

- (iii) To third parties to market their products or services to you if you have consented to these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- (iv) To fulfill the purpose for which you provide it. For example, if you give us an e-mail address to use the "e-mail a friend" feature of our Website, we will transmit the contents of that e-mail and your e-mail address to the recipients.
- (v) For any other purpose disclosed by us when you provide the information.
- (vi) With your consent.
- (viii) Response to Subpoenas and Other Legal Requests. We may share your information with courts, law enforcement agencies, or other government bodies when we have a good faith belief that we are required or permitted to do so by law, including to meet national security or law enforcement requirements, to protect our company, or to respond to a court order, subpoena, search warrant, or other law enforcement request.
- (ix) Protection of AxxS and Others. We may share account information, Personal Information and Usage Data when we believe it is appropriate to enforce or apply our products' Terms of Service and other agreements; or protect the rights, property, or safety of AxxS, our Services, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. This does not include selling, renting, sharing, or otherwise disclosing Personal Information of our customers for commercial purposes in violation of the commitments set forth in this Privacy Statement.
- (x) Reporting to Credit Bureaus. We may share your information with credit bureaus, consumer reporting agencies, and card associations. Late payments, missed payments, or other defaults on your account may be reflected in your credit report and consumer report. We may also share your information with other companies, lawyers, credit bureaus, agents, government agencies, and card associations in connection with issues related to fraud, credit, or debt collection.
- (xi) Sale of Our Business. If we sell, merge, or transfer any part of our business, we may be required to share your information. If so, you will be asked if you'd like to stop receiving promotional information following any change of control.
- (xi) We do not sell or rent Personal Information to unaffiliated third parties for their advertising or marketing lists.
- (xii) With your Consent. Other than as set out above, we will provide you with notice and the opportunity to choose when your Personal Information may be shared with other third parties.

#### 3. WHAT CHOICES DO I HAVE ABOUT MANAGING MY PRIVACY?

You can always opt not to disclose information to us, but keep in mind some information may be needed to register with us or to take advantage of some of our features.

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- Tracking Technologies and Advertising. You can set your browser to refuse all or some browser cookies, or to alert
  you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player
  settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may
  then be inaccessible or not function properly.
- We do not control third parties' collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this

way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website.

If you have privacy concerns regarding access to or the correction of your Personal Information, please contact us at: info@axxstablet.com.

#### 4. Public Information and Third Party Websites

- (a) Blog. We may at some point have public blogs on our Websites. Any information you include in a comment on our blog may be read, collected, and used by anyone. If your Personal Information appears on our blogs and you want it removed, contact us. If we are unable to remove your information, we will tell you why.
- (b) Social media platforms and widgets. Our Websites may include social media features, such as the Facebook Like button. These features may collect information about your IP address and which page you are visiting on our Website, and they may set a cookie to make sure the feature functions properly. Social media features and widgets are either hosted by a third party or hosted directly on our Website. We might also maintain presences on social media platforms including Facebook, Twitter, and Instagram. Any information, communications, or materials you submit to us via a social media platform is done at your own risk without any expectation of privacy. We cannot control the actions of other users of these platforms or the actions of the platforms themselves. Your interactions with those features and platforms are governed by the privacy policies of the companies that provide them and we encourage you to read them.
- (c) Links to third-party websites. Our Websites may include links to other websites, whose privacy practices may be different from AxxS. If you submit Personal Information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any Website you visit.
- (d) Cookies and Similar Tracking Technologies. We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). The information we collect automatically is statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:
  - Estimate our audience size and usage patterns.
  - Store information about your preferences, allowing us to customize our Website according to your individual interests.
  - Speed up your searches.
  - Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies.
- Web Beacons. Pages of our the Website may contain small electronic files known as web beacons (also referred to
  as clear gifs. pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have
  visited those pages or opened an e-mail and for other related website statistics (for example, recording the
  popularity of certain website content and verifying system and server integrity).

#### (e) Third-party Use of Cookies and Other Tracking Technologies.

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

#### (f) Do Not Track Disclosure

Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services (including behavioral advertising services) that you do not wish such operators to track certain of your online activities over time and across different websites. Our Services do not support Do Not Track requests at this time.

#### 5. We Operate in the US Only

AxxS operates in the United States only.

## 6. Security of Your Information

The security of your Personal Information is extremely important to AxxS. We use physical, electronic, and administrative safeguards that are designed to protect your Personal Information from loss, misuse and unauthorized access, disclosure, alteration and destruction.

We provide reasonable and appropriate security measures in connection with securing Personal Information we collect. For example, we:

- Constantly work to update our security practices to implement accepted best methods to protect your
   Personal Information, and review our security procedures carefully.
- Comply with applicable laws and security standards.
- Securely transmit your sensitive Personal Information.
- Train our staff and require them to safeguard your data.
- Transmit, store, protect, and access all cardholder information in compliance with the We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure

- The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.
- Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best
  to protect your personal information, we cannot guarantee the security of your personal information transmitted
  to our Website. Any transmission of personal information is at your own risk. We are not responsible for
  circumvention of any privacy settings or security measures contained on the Website.

#### 7. Notice of Breach of Security

If a security breach causes an unauthorized intrusion into our system that materially affects you, then AxxS will notify you as soon as possible and later report the action we took in response.

#### 8. Safeguarding Your Information

We take reasonable and appropriate measures to protect Personal Information from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in the processing and the nature of the Personal Information.

AxxS accounts require a username and password to log in. You must keep your username and password secure, and never disclose it to a third party. Account passwords are encrypted, which means we cannot see your passwords. We cannot resend forgotten passwords either. We will only reset them.

#### 9. DATA RETENTION AND YOUR ACCESS RIGHTS

a) Data Retention. In accordance with and as permitted by applicable laws and regulations, we will retain your information as long as necessary to provide our Services you, to maintain your account for as long as your account is active, or as otherwise needed to operate our business. When you close your account, we may continue to communicate with you about our Services, give you important business updates that may affect you, and let you know about products and services that may interest you, unless you have opted out of receiving marketing communications. We may also continue to use some of your information for business purposes and to improve our offerings or in some cases to develop new ones. We will retain and use your information as required by applicable regulations and AxxS' records and information management policies to comply with our legal and reporting obligations, resolve disputes, enforce our agreements, complete any outstanding transactions and for the detection and prevention of fraud.

#### **Accessing and Correcting Your Information**

You may send us an e-mail via our contact link to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users. Proper access and use of information provided on the Website, including User Contributions, is governed by our terms of use.

#### 10. California Privacy

Under California Law, California residents have the right to request in writing from businesses with whom they have an established business relationship, (a) a list of the categories of Personal Information, such as name, email and mailing address and the type of services provided to the customer, that a business has disclosed to third parties (including affiliates that are separate legal entities) during the immediately preceding calendar year for the third parties' direct marketing purposes and (b) the names and addresses of all such third parties. To request the above information, please contact us through our contact form or at the addresses above.

#### 11. CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions.
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred

To be in compliance with CANSPAM we agree to the following:

- NOT use false, or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Monitor third party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

If at any time you would like to unsubscribe from receiving future emails, you can Follow the instructions at the bottom of each email and we will promptly remove you from all correspondence.

#### 12. What if I have questions about this policy?

If you have any questions or concerns regarding our privacy policies, please contact us via our Contact Us link and we will try to resolve your concerns.

#### 13. Special Rules For Children.

Because of federal law, we are not permitted to knowingly collect any personal information from a child under the age of thirteen without the consent of that child's parent or guardian. The statements in this Privacy Policy about our collection and use of personal information also apply to our treatment of personal information from children under the age of thirteen. Some elements of our Services such as signing up for our Services require the submission of a payment card number along with personal information in connection with a purchase; other elements of our Services require the submission of personal information to access or use the Services. Except in certain cases where limited contact information may be collected and not retained, these elements of our Services are not available to children under the age of thirteen. If a child who we know to be under the age of thirteen and for whom we have not received parental consent attempts to utilize a service on our Services which is not available to children, he/she will not be able to access it and may receive a message which relays that he/she is not eligible for such feature.

#### 14. Dispute Resolution

If you have any complaints regarding our compliance with this policy, you should first contact AxxS. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of your personal information in accordance with this policy. Please contact us at: info@axxstablet.com

#### 15. Corporate Headquarters

AxxS' corporate headquarters are located at 18 Village Plaza, Box 179, Shelbyville, KY 40065.

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