

## Eleven-99 Inc. Terms of Service

Last modified: April 30, 2017

### Welcome to Eleven-99 Inc.

Thanks for using our products and services (“Services”). The Services are provided by Eleven-99 Inc. (“Eleven-99 Inc.”), located at \_\_\_\_\_.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

### Using our Services

You must follow any policies made available to you within the Services.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display only content that is Eleven-99 Inc.’s. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don’t assume that we do. In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

### Your Eleven-99 Inc. Account

You may need an Eleven-99 Inc. Account in order to use some of our Services. You may create your own Eleven-99 Inc. Account, or your Eleven-99 Inc. Account may be assigned to you by an administrator, such as the organization that you are employed by. If you are using an Eleven-99 Inc. Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Eleven-99 Inc. Account, keep your password confidential. You are responsible for the activity that happens on or through your Eleven-99 Inc. Account. Try not to reuse your Eleven-99 Inc. Account password on third-party applications. If you learn of any unauthorized use of your password or Eleven-99 Inc.

### Privacy and Copyright Protection

Eleven-99 Inc.'s **privacy policies** explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Eleven-99 Inc. can use such data in accordance with our privacy policies.

If you think somebody is violating your personal information and want to notify us, you can find information about submitting notices and Eleven-99 Inc.'s policy about responding to notices in our Help Center.

### **About Software in our Services**

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Eleven-99 Inc. gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Eleven-99 Inc. as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Eleven-99 Inc., in the manner permitted by these terms. 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.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

### **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Eleven-99 Inc. may also stop providing Services to you, or add or create new limits to our Services at any time.

### **Our Warranties and Disclaimers**

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER ELEVEN-99 INC. NOR ITS' SUBSIDIARIES MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE DATA COLLECTED WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

### **Liability for Our Services**

WHEN PERMITTED BY LAW, ELEVEN-99 INC. AND ITS' SUBSIDIARIES, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ELEVEN-99 INC., AND ITS SUBSIDIARIES, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, ELEVEN-99 INC., AND ITS' SUBSIDIARIES, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

### **Business Uses of Our Services**

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Eleven-99 Inc. and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

### **About These Terms**

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Eleven-99 Inc. and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Los Angeles County, California, USA, and you and Eleven-99 Inc. consent to personal jurisdiction in those courts.

For information about how to contact Eleven-99 Inc., please visit our [Help Page](#).