

Stranerd Terms and Conditions

Terms of Service

Welcome to Stranerd, operated by Stranerd LLC, located in Delaware, United States of America. By using the website located at Stranerd.com, the related mobile website, and the mobile application (collectively, the "Websites"), you agree to be bound by these Terms of Service (this "Terms of Service" or "Agreement"), whether or not you register as a member of Stranerd ("Member"). If you wish to become a Member and/or make use of the service (the "Service"), please read this Agreement. If you object to anything in this Agreement or the Stranerd Privacy Policy, please DO NOT use the Service.

This Agreement is subject to change by Stranerd at any time, effective upon posting on the relevant website. Your continued use of the Websites and the Service following Stranerd posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Electronic Agreement: This Agreement is an electronic contract that sets out the legally binding terms of your use of the Websites and the Service. This Agreement may be modified by Stranerd from time to time, such modifications to be effective upon posting by Stranerd on the Websites. By accessing and/or using the Websites or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

These terms of service as stated below, guide the usage of our services as well as your activities on this platform. By using our services, you agree to these terms. A violation of these rules will result in an immediate termination of any contracts hitherto agreed upon between us and the violating party.

We may offer several services with a different set of terms of service aside from this, where this occurs then the terms of service will be stated. Using that service also means that you agree to those additional terms of service.

- You are required to adhere to the policies as stated in our Privacy Policy section. [Click here to view our Privacy Policy.](#)

1. Access and Retention: In order to access and retain this electronic Agreement, you must have access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your

records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

2. Commercial Use of Service. If you are using the Service and/or accessing the Websites on behalf of a company, entity, or organization (collectively, a “Subscribing Entity”), you represent and warrant that:

- a. You are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Terms of Service;
- b. You have read and understand this Terms of Service; and
- c. You agree to this Terms of Service on behalf of the Subscribing Entity.

Illegal and/or unauthorized uses of the Websites include, but are not limited to, browsing or downloading illegal content, collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Websites, sharing or disclosing your username or password to any third party or permitting any third party to access your account, attempting to impersonate another User or person, use of the Websites in any fraudulent or misleading manner, any automated use of the system, such as scraping the Websites, automated scripts, spiders, robots, crawlers, data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Websites or the networks or services connected to the Websites, and using the Websites in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Websites may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Websites and Service is with the permission of Stranerd, which may be revoked at any time, for any reason, in Stranerd’s sole discretion.

3. Account Security: You are responsible for maintaining the confidentiality of the username and password that you are designated during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to:

- (a) immediately notify Stranerd of any unauthorized use of your username or password or any other breach of security, and
- (b) ensure that you exit from your account at the end of each session. Stranerd will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-login feature if you have it linked to your Stranerd account.

4. Your Use of the Websites

- a. You may not browse or download illegal content.
- b. You must not copy or capture, or attempt to copy or capture, any content from the Websites (the “Content”) or any part of the Websites, unless given express permission by Stranerd.

c. You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from the Platform, exceptL

(i) where such Content is created by you (such content, "Your Content"), or

(ii) as permitted under these Terms of Service, and within the parameters set by the person or entity that uploaded the Content (the "Uploader") (for example, under the terms of Creative Commons licenses selected by the Uploader).

d. You must not use any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Websites' offering.

e. You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.

f. You must not employ the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log-in, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Websites.

g. You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Websites or any Content appearing on the Websites (other than Your Content).

h. You must not, and must not permit any third party to, copy or adapt the object code of the Websites, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Websites, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content other than Your Content.

i. You must not use the Websites to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

- any Content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in Stranerd's sole and reasonable discretion;
- any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
- any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in Stranerd's sole and reasonable opinion;
- any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Websites or servers or networks forming part of, or connected to, the Websites, or which does or might restrict or inhibit any other user's use and enjoyment of the Websites; or
- any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

j. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

- k. You must not rent, sell or lease access to the Websites, or any Content on the Websites, although this will not prevent you from including links from Your Content to any legitimate online download store from where any item of Your Content may be purchased.
- l. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.
- m. You must not stalk, exploit, threaten, abuse or otherwise harass another User, or any Stranerd employee. If we feel that your behavior towards any of our employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.
- n. You must not sell or transfer, or offer to sell or transfer, any Stranerd account to any third party without the prior written approval of Stranerd.
- o. You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.
- p. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by Stranerd or any Uploader; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of Stranerd's servers, system or network or attempt to breach Stranerd's data security or authentication procedures; attempt to interfere with the Websites or the Services by any means including, without limitation, hacking Stranerd's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of Stranerd under these Terms of Service, Stranerd reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions, and acknowledge and agree that Stranerd has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Service. This may include taking court action and/or reporting offending users to the relevant authorities.

5. Representations and Warranties: You hereby represent and warrant to Stranerd as follows:

- a. Your Content, and each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use, and (if and where relevant) to authorize Stranerd to use, Your Content pursuant to these Terms of Service, including, without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public Your Content, and each and every part thereof, on, through or via the Websites, any and all Services and any third party services.
- b. Your Content and the availability thereof on the Platform does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.

c. You have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in Your Content in order to include their name, voice, performance or likeness in Your Content and to publish the same on the Websites and via any third party services.

d. Your Content, including any comments that you may post on the Websites, is not and will not be unlawful, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, will not promote violence, terrorism, or illegal acts, or incite hatred on grounds of race, gender, religion or sexual orientation.

e. Your Content does not and will not create any liability on the part of Stranerd, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders.

Stranerd reserves the right to remove Your Content, suspend or terminate your access to the Platform and/or pursue all legal remedies if we believe that any of Your Content breaches any of the foregoing representations or warranties, or otherwise infringes another person's rights or violates any law, rule or regulation.

6. Term: This Agreement will remain in full force and effect while you use the Websites and/or Service. You may terminate your membership and/or subscription at any time by contacting us at support@stranerd.com. If you resign or cancel your membership and/or subscription to Stranerd, to help Stranerd analyze and improve the Service, you may be asked to provide a reason for your resignation/cancellation. Stranerd may terminate your membership and/or subscription for any reason by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to Stranerd. If Stranerd terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. All decisions regarding the termination of accounts shall be made in the sole discretion of Stranerd. Stranerd is not required to provide you notice prior to terminating your membership and/or subscription. Stranerd is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

7. Modifications to Service: Stranerd reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Stranerd shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

8. Blocking of IP Addresses: In order to protect the integrity of the Services, Stranerd reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Websites.

9. Content:

a. Proprietary Rights. Stranerd retains all proprietary rights in the Websites and the Service. The Websites contains the copyrighted material, trademarks, and other proprietary

information of Stranerd, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on Stranerd is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of Stranerd and for Stranerd's Members' use only. Distribution of Content to others is strictly prohibited. You agree that Stranerd would be irreparably harmed by any violation or threatened violation of this section and that, therefore, Stranerd shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the content appearing on Stranerd may be supplied by third parties. Stranerd has no responsibility for these third party websites nor for their content, which is subject to and governed by the Terms of Service and/or privacy policies, if any, of the applicable third party content providers.

b. Ownership of Your Content; Licenses.

You agree that any content you upload to the Websites and/or the Service ("Your Content") shall become the property of Stranerd. This shall have no effect on Sections 11 (Copyright Policy), 14 (Limitation of Liability), and 15 (Indemnity by You) of this Agreement.

However, with respect to Your Content, Stranerd grants you a worldwide, royalty-free and non-exclusive license(s) to use, distribute, reproduce, and publicly display such content, except with regard to commercial or for-profit use accounts.

Any Content other than Your Content is the property of the relevant Uploader, and is or may be subject to copyright, trademark rights or other intellectual property or proprietary rights. Such Content may not be downloaded, reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available or otherwise communicated to the public or exploited for any purposes except via the features of the Websites from time to time and within the parameters set by the Uploader on the Service or with the express written consent of the Uploader. Where you repost another user's Content, or include another user's Content in a set, you acquire no ownership rights whatsoever in that Content. Subject to the rights expressly granted in this section, all rights in Content are reserved to the relevant Uploader.

10. Restrictions on Use of Materials: You acknowledge that Stranerd contains images, text, and other content (collectively, "Intellectual Property") that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Intellectual Property is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and Stranerd owns a copyright in the selection, coordination, arrangement and enhancement of such Intellectual Property. All trademarks appearing on this Websites are trademarks of their respective owners. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Intellectual Property, in whole or in part. When Intellectual Property is downloaded to your computer, you do not obtain any ownership interest in such Intellectual Property. Modification of the Intellectual Property or use of the Intellectual Property for any other purpose, including, but not limited to, use of any

Intellectual Property in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

11. Copyright Policy: Stranerd prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by certified mail to support@stranerd.com

If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to Stranerd at the address shown above, giving a written statement that contains:

- a. identification of the copyrighted work and/or intellectual property right claimed to have been infringed;
- b. identification of the allegedly infringing material on the Site that is requested to be removed;
- c. your name, address, and daytime telephone number, and an e-mail address if available;
- d. a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law;
- e. a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and
- f. the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right.

Stranerd will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

12. Liability for Content: You hereby acknowledge and agree that Stranerd (i) stores Content and other information at the direction, request and with the authorization of its users, (ii) acts merely as a passive conduit and/or host for the uploading, storage and distribution of such Content, and (iii) plays no active role and gives no assistance in the presentation or use of the Content. You are solely responsible for all of Your Content that you upload, post or distribute to, on or through the Websites, and to the extent permissible by law, Stranerd excludes all liability with respect to all Content (including Your Content) and the activities of its users with respect thereto.

You hereby acknowledge and agree that Stranerd cannot and does not review the Content created or uploaded by its users, and neither Stranerd nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Websites for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Service or applicable law.

Stranerd and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any Content uploaded to the Websites by users, including, but not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by users of the Websites. By using the Websites, you irrevocably waive the right to assert any claim with respect to any of the foregoing against Stranerd or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

13. Repeat Infringers: Stranerd will suspend or terminate your access to the Websites if Stranerd determines, in its sole and reasonable discretion, that you have repeatedly breached these Terms of Service.

If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any of Your Content infringes the copyright or other rights of such third party, or if we believe that your behavior is inappropriate and violates our Terms of Service, we will send you a written warning to this effect. Any User that receives more than two of these warnings is liable to have their access to the Websites terminated forthwith.

We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by Stranerd at its sole discretion.

Please note that we do not offer refunds to Members whose accounts are terminated as a result of repeated infringement of these Terms of Service.

14. Limitation of Liability: In no event shall Stranerd be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Websites or Service, or use thereof. Nothing contained in this Websites or in any written or oral communications from Stranerd or its employees or agents shall be construed to make any promise, covenant, or guarantee, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Websites and the services provided by employees of the Websites are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Stranerd makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Websites' content or that the functionality of the Websites will be uninterrupted or error-free or free from virus or third party

attack. You hereby acknowledge that your use of the Websites and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL Stranerd, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITES OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITES, EVEN IF Stranerd HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL Stranerd HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, WEBSITES OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS; LOST DATA; LOSS OF GOODWILL; COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT; WORK STOPPAGE; EQUIPMENT FAILURE OR MALFUNCTION; ILLEGAL, IMMORAL OR FRAUDULENT ACTIVITY; PERSONAL INJURY; PROPERTY DAMAGE; OR ANY OTHER DAMAGES OR LOSSES, EVEN IF Stranerd HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of Stranerd and sole remedy available to any Member in any case in any way arising out of or relating to the Agreement, Websites or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$500.00 or the sum of any amount paid by the Member or User to Stranerd during the six months prior to notice to Stranerd of the dispute for which the remedy is sought.

15. Indemnity by You: You agree to indemnify and hold Stranerd, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

a. your use of the Service and/or Websites in violation of this Agreement and/or arising from a breach of this Agreement including without limitation your representations and warranties set forth above;

b. any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Websites, and/or your making available thereof to other users of the Websites, and/or the actual use of Your Content by other users of the Websites or related services in accordance with these Terms of Service and the parameters set by you with respect to the distribution and sharing of Your Content;

c. any activity related to your account, either by you or by any other person accessing your account with or without your consent unless such activity was caused by the act of Stranerd.

16. Attorney Fees: In the event that Stranerd is successful in whole or in part in any action or proceeding related to or arising from this Agreement, you shall be responsible for Stranerd's attorneys' fees and costs.

17. Parental or Guardian Permission: Some of the Content on the Websites may not be appropriate for children. CHILDREN UNDER THE AGE OF 17 ARE NOT PERMITTED TO USE THE WEBSITES UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT.

18. Privacy: Use of the Websites and/or the Service is also governed by our Privacy Policy, located at [PRIVACY URL]

19. Jurisdiction and Choice of Law; Dispute Resolution: If there is any dispute arising out of the Websites and/or the Service, by using the Websites and/or Service, you expressly agree that any such dispute shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of Delaware with the same force and effect as if such service had been made within the State of Delaware. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

20. Arbitration Provision/No Class Action: Except where prohibited by law, as a condition of using the Websites and/or Service, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the Websites and/or Service, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration under the rules of the American Arbitration Association for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement), selected by agreement of both parties or by an independent mediator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement) if the parties are unable to agree. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of Delaware, County of Middletown. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of Delaware, County of Middletown.

21. No Third Party Beneficiaries: You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

22. Availability Outside the U.S: If you access Stranerd from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Websites from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

23. Entire Agreement: This Agreement contains the entire agreement between you and Stranerd regarding the use of the Websites and/or the Service.

24. Severability; Waiver: If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, Stranerd's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect Stranerd's ability to enforce such term at any point in the future.

25. Headings: The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Please contact us with any questions regarding this agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

In summary:

- Usage of our services does not in any way give your ownership or intellectual rights to the content or services which you use. Also, you may not use any of our services, products or content without obtaining permission, written or otherwise, from the right sources. This permission does not in any way permit you to obscure our logo, brand name or any other element of our brand or legal notices that appear alongside the service or product. These terms do not permit you to use our branding or logo used in our services.
- We will not be responsible for any damage or loss of data that results from not securing your account or password.
- Do not misuse our services or attempt to access our services in any method other than the interface or instructions as recommended or prescribed by our policy.
- You are required to use our services within the boundaries as permitted by the law; including applicable foreign laws. Suspected misconduct will lead to suspension of your account, temporarily or permanently following investigation.
- You cannot resell or duplicate our services, in part or whole, for personal or commercial purposes without any written permission from us.

- We may post content which does not belong to us, while we may review the content for legal boundaries, we may not review content. You may not use this content without permission from the right sources.
- You agree that failure to pay for services you use as required when due will result in our withholding or reversal of such services and we reserve the right to transfer the relevant property to us or an interested third party as we now own all rights to the names, data and can use such at our sole discretion. We also reserve the right to re-transfer all the relevant names and rights upon the repayment of the outstanding fees as applicable.
- The payments made are billed in advance and are not refundable. Also, we are not liable to pay any refunds resulting from none or partial usage of our services.
- These fees are not inclusive of taxes or levies imposed by taxing authorities. We will not be responsible for any loss of data, profits or properties resulting from lack of payment of required fees to the mandatory regulatory bodies or authorities.
- The prices can be changed or reviewed at our discretion albeit with a 30 days prior notice given to you. We will not be liable for any loss that may occur as a result of non-compliance to these changes.
- You agree to absolve and compensate our agents, officials or any authority authorized by us, of any loss, threatened or current, for the reason of liability or potential liability arising from any claims for damages. When such a case occurs, we will notify you with a written notice of such a claim, suit or action.
- Stranerd reserves the right to remove or not remove any content which is unlawful, obscene or offensive in nature. Any written form of threats, abuse, vulgarity while using an account will result in suspension, temporary or permanent, of such account.
- While using our services, we may send you emails relevant to the services you use. You have the option to opt out of receiving these email subscriptions.
- You agree that we are not responsible for any damages involving loss of data, profits, and other intangible losses which result from the use, direct or indirect, from our services.
- We reserve the right to deny service to anyone for any reason and at any time.
- We reserve the right to terminate your account and this will result in deactivation of active services and denial of access to such services.

Your Account

Using our service may warrant your mandatory opening of an account with an attached password. You are required to keep this password confidential to prevent any loss of information. We will not be responsible for any loss of information resulting from your inability to protect your account.

It is advised to be careful when using your account with third party applications. Please contact us immediately at support@stranerd if you suspect any unauthorized use of your account.

Privacy/Personal Information

Our Privacy Policy describes how we make use of your personal information and other data you provide or we collect from you as well as how we protect this information. Using our services means that you consent to using these services in accordance with our Privacy Policy.

Customer Personally Identifiable Information (PII), which includes your private information like name, e-mail address, phone number, billing information and other required account information to be used in order to render our products and services to you; are held in strict confidentiality and will not be divulged except in accordance with our Privacy Policy.

We do not store your personal information and will not divulge such without proper authorisation from the responsible party. We do not collect Customer PII without permission first. Any information collected through our sites are transmitted through high end encryption methods which protects our customer information from unauthorized access or use. We recommend that you always keep your password private, and change it periodically in order to better protect your personal data.

We take copyright seriously and provide information to adequately protect your intellectual property. If you have a complaint related to an infringement of your copyright, please report to us and we will respond immediately.

Your Content

Some of our services allow you to upload, store, send, or even receive your own content. You own and reserve the rights to this content just like you did before you used it within our services.

Using your content within our services means that you grant us (and our affiliates), the right to use (modify, store, reproduce, communicate, publish) this content. The rights granted are limited to the operations and improving our services. This right continues even after you discontinue use of our services.

Some of these services offer methods of accessing and removing or limiting our use of your content.

Please find additional information on how we use and store content in our Privacy Policy.

Modifying/Stopping Our Services

We update our services at intervals to provide better services for you. We can, at our discretion, modify, suspend, limit or terminate certain services we offer.

You can at any time, stop using our services. We also give prior notice for you to remove your content and data from our services, if for any reason we have to remove your account.

Employees Rights and Liabilities

Our employees have the right to access relevant customer information in relation to providing the necessary services to customers. This includes correcting, updating, and deleting information. Our employees have the mandate to treat all customer information as confidential.

Employees will not disclose this information to any third parties except where required, as pertaining to providing the requested services.

Disclaimer

We cannot guarantee that our services will fulfill all your needs or be error free or available at all times as there might be circumstances in operations, beyond our control. However, we will give updates when necessary to ensure good flow of information and less frustration while using our services.

We are not liable for any damages arising from linkage to third party applications. Please read and understand their terms of service to protect your information.

We reserve the right to update and change this Terms of Service regularly and at our discretion, without prior notice to you. Any changes in service delivery are subject to these changes and a continual usage of our services will serve as consent to these terms.

If you have any questions regarding these Terms of Service, please contact us at support@stranerd.com

About These Terms

We regularly update these terms to reflect changes in our services delivery or law. You should look at these terms as they are updated. If you don't agree to the new terms of service, you may discontinue your use of our services.

Violation of Terms of Service

We may disclose information about you if we determine that such disclosure is necessary in connection to complaints concerning the use of your site or within the legal framework, for investigations relating to criminal or fraudulent intent in order to comply with applicable laws.

Contact Us

Please direct questions regarding this statement to our Customer Support staff at support@stranerd.com

Any feedback you provide at this site shall be deemed to be non-confidential and shall be used on an unrestricted basis.

Refund Policy

Our services which cannot be retrieved, cannot be returned in order to get a refund. However, a consideration will be put in for your next patronage so that you get a discount in an attempt to compensate for the former poor/unsatisfactory service delivery; provided there is tangible and satisfactory proof that there was indeed poor service delivery on our part.

Cookies Policy

What Are Cookies?

A cookie is simply a small piece of text which holds a certain amount of data that our site sends to your device when you visit. It is stored in your device storage and is accessed or retrieved when next you visit our site in order to personalize our site services to your taste. They do not collect or interfere with your personal data.

How Do We Use Cookies?

Cookies help our site to remember certain information about your past visit; like your preferred language, your search preferences, and other settings too. This way, subsequent visits are made easier and less frustrating.

Also, cookies help us measure User behavior and to tailor your browsing experience to you; this way you get to see ads, search results or other selections which you're more likely to be interested in as a result of your past choices.

They do not harm your device in any way or store information without prior consent. We use cookies to make our site more friendly and accessible to you.

When you visit our site, one or more cookies are sent to your device, this enables us to identify your unique device during future visits. If you accept our cookies, we are able to reserve your past preferences so that your browsing is seamless since you do not have to make repetitive choices.

By visiting our site, you agree to our use of cookies according to what is written in this policy statement. Although most sites automatically accept cookies, we give you the right to accept or refuse our cookies; you are notified before we send cookies to your browser. However, note that some features may not work like they should if cookies are not allowed.

Our privacy policy explains how we protect your privacy in our use of cookies and other information.

Some of the cookies we use:

- **Session Cookies:** We use these types of cookies to help to remember your online activities and choices. Without these cookies, you would have to keep entering data you have entered before, all over again - making your browsing experience very stressful.
With session cookies, we can help to autocomplete your information or use your past actions to help suggest likely future inputs.
- **Persistent Cookies:** We use these to help you actively remember your choices even after you leave our site. For example, these cookies help to remember your login information, passwords for as long as possible, making surfing our site very sleek and smooth.
- **Third Party Cookies:** We give these cookies to third party sites who in turn use them to create advertisements or other services that will be displayed during your web sessions, according to your User behavior. This way, you will most likely see ads that you are interested in based on your past browsing behavior.
Sharing on social media may also have these social platforms sending cookies to your browser. Please familiarize yourself with these sites' policies for more information.

Please note that your permission will always be required before these cookies are sent to your browser. You also have the freedom to delete cookies

Deleting Cookies

We will not use cookies to collect personal information about you. You reserve the right to disable or delete our cookies whenever you choose to; however, some parts of our site may not function properly when these cookies are disabled.

Cookies Consent Banner

This is a cookie permission banner that will pop up on the screen of a user's device once you enter our site. Consent is required in order to allow use of cookies.

"This site uses cookies to enhance your browsing experience. By continuing to browse this site, you are agreeing to our use of cookies.
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