

# Terms of Use

IMPORTANT: YOU ARE RESPONSIBLE FOR READING THESE TERMS OF USE AND TERMS AND BEFORE ACCESSING OR USING THE INFORMATION OR SERVICES ON REVIEWINC.COM (“WEBSITE”).

These Terms of Use together with our [Privacy Policy](#), represent the legally binding agreement between you and ReviewInc (the “Company”). These Terms govern your access of use of the INFORMATION, SERVICES, SOFTWARE FUNCTIONALITY, AND/OR MATERIALS (“SERVICES and MATERIALS”) PROVIDED BY THE COMPANY ON OR THROUGH THE WEBSITE.

You acknowledge that by using or accessing the Website, or by using the Services offered, you have read, understood, and agreed to these Terms. If you do not agree to these Terms, you may not access, view, or use the Site, or the Services.

THIS AGREEMENT INCLUDES TERMS RELATED TO LIMITING THE LIABILITY OF REVIEWINC AND REQUIRING ARBITRATION AND A WAIVER OF CLASS ACTIONS, WE RECOMMEND A CLOSE REVIEW OF ALL TERMS WITHIN THESE TERMS AND CONDITIONS.

ReviewInc may modify these Terms of Use at any time by providing notification on our home page. For your information this policy was last updated on August 1, 2024 .

## **1. License to Use Website**

As a condition of your access to and use of the Website , you agree that you will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use and that you will comply with all applicable laws and any conditions or restrictions imposed by these terms. This

Website is offered for your personal and non-commercial use only, and you are prohibited from using, and are expressly not granted the right to use, the Website for any other purpose.

## **2. Prohibited Conduct**

You may not access or use, or attempt to access or use, the Website to take any action that could harm us or any third party, interfere with the operation of the Website, or use the Website in a manner that violates any laws. For example, and without limitation, you may not:

- Access parts of the Website to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the Website.
- Copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the Website, except for content you have posted on the Website, or unless expressly authorized. For example, you may not use the contents of the Website in a manner that would infringe upon our exclusive right to create derivative works, including in connection with a machine learning and/or artificial intelligence model or tool. You may use material from the Website solely for your own personal use as follows: you may make one machine readable copy and/or one print copy that is limited to occasional articles of personal interest only.
- Use the contents of the Website in connection with any machine learning and/or artificial intelligence model or tool, including, without limitation (i) to train or develop any such model or tool, or (ii) to generate text, images, or any other material, output, or works using any such model or tool, whether for commercial

or personal use.

- Use any automated means, including, without limitation, any engine, software, crawler, robot, script, spider, or any other device or mechanism to harvest, mine, compile, collect, or “scrape” any information from the Website, except for purposes of indexing for inclusion in a public search engine.
- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure.
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any activity conducted on the Website.
- Use or attempt to use any automated means, including, without limitation, any engine, software, crawler, robot, script, spider, or any other device or mechanism to navigate or search the Website, except for the search engine and search agents available on the Website and other than generally available third-party web browsers.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website.
- Engage in any other conduct that restricts or inhibits any other person from using or enjoying the Website.
- Take any action that violates or threatens our system or network security.

### **3. Intellectual Property**

All content on the website is the exclusive property of and owned by ReviewInc, its licensors or its content providers and is protected by copyright, trademark and other applicable laws. You may access, copy, download and print the material contained on the site for your personal non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary notice that appears on the material you access, copy, download or print. Any other use of content on the site, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the site, or use of the site for purposes competitive to ReviewInc is expressly prohibited. ReviewInc, or its licensors or content providers, retain full and complete title to the material provided on the site, including all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in our sole discretion. Trademarks, logos and service marks displayed on the Service are registered and unregistered trademarks of ReviewInc, its licensors or content providers, or other third-parties. All other trademarks, logos and service marks are the property of their respective owners. Nothing on the Service shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission, except as otherwise described herein. ReviewInc reserves all rights not expressly granted in and to the site and its content. This site and all of its content, including but not limited to text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software along with the selection and arrangement thereof, is protected as a compilation under the copyright laws of the United States and other countries.

Pursuant to the Digital Millennium Copyright Act (DMCA) Safe Harbor (17 U.S.C. § 512(c)), if you believe that anything on the Service or service offered therein infringes any copyright that you own or control, you may file a notice of such infringement, in compliance with the requirements of 17 U.S.C. § 512(c)(3), via email to [info@reviewinc.com](mailto:info@reviewinc.com). A copy of this legal notice may be sent to a third-party that may publish and/or annotate it. As such, your letter (with your personal information removed) may be forwarded to the Chilling Effects Clearinghouse for publication.

#### **4. Links**

This Website may provide links to external sites as a convenience to the user. The inclusion of any link does not imply our endorsement of any other company, its site, or the products and services it sells. Company is not responsible for the privacy practices or the content of any other Website.

#### **5. Consent to Electronic Communications and Language**

ReviewInc may send you notifications, notices, or links, via your email, phone, text messages, or via your mobile device. By using the Services, you agree to receive these notifications. If you opt in to SMS or MMS messages, you agree to receive automated recurring messages including information about our service; marketing, sales and promotional information; service support; feedback and customer service from ReviewInc. Message frequency varies. Message & data rates may apply. Text HELP for Help. Text STOP to Cancel (or as otherwise instructed in the text).

#### **6. Foreign Users**

ReviewInc makes no representation that materials in this website are appropriate or available for use in other locations. If you access this website from outside the United States, please understand that this website may contain

references and/or links to products and services that are not available or are prohibited in your jurisdiction. Any user who is a resident of a foreign country agrees that (i) they have voluntarily sought and established contact with ReviewInc, (ii) they will not use, transmit, disseminate or upload any material, content, that would violate any applicable local, state or national laws or regulations of the foreign member's country of residence; (iii) under no circumstance shall ReviewInc be deemed liable under any laws other than the United States; (iv) his or her participation is governed by United States law and subject to the arbitration and venue provisions stated herein; and (v) consent to having their data processed in the United States.

## **7. Limitation of Warranties and Liability**

THIS SITE IS PROVIDED BY REVIEWINC ON AN "AS IS" AND "AS AVAILABLE" BASIS. REVIEWINC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, REVIEWINC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REVIEWINC DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM REVIEWINC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. REVIEWINC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL REVIEWINC, ITS OFFICERS, DIRECTORS,

EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS OR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICE AND/OR ITS CONTENTS BE LIABLE TO YOU FOR ANY PERSONAL INJURY OR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF DATA OR PROPERTY) ARISING FROM OR RELATED TO THIS AGREEMENT AND/OR THE USE, RELIANCE ON OR TRANSFER OF ANY PROPERTY, SERVICE, INFORMATION OR DATA PROVIDED OR MADE ACCESSIBLE UNDER THIS AGREEMENT, EVEN IF REVIEWINC OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY OR DAMAGES.

IN NO EVENT SHALL REVIEWINC'S TOTAL LIABILITY HEREUNDER EXCEED THE GREATER OF AMOUNTS PAID TO IT HEREUNDER OR FIFTY DOLLARS (\$50). THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **8. Indemnity**

You agree to defend, indemnify and hold harmless ReviewInc, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or

relating to your violation of these Terms of Use or your use of the COMPANY Website.

## **9. Choice of Law and Venue, Arbitration**

This Agreement shall be governed by the laws of the State of California without reference to its conflict of laws principles (but excluding Section 1283.1 of the California Code of Civil Procedure and the United Nations Convention on Contracts for the International Sale of Goods). Any dispute, controversy or other claim arising out of this Agreement shall be resolved by arbitration conducted in English in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”), as modified by this section. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to this section holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate will not apply and the dispute must be brought exclusively in the state and federal courts serving Los Angeles County, California.

For any claim where the total amount of the award sought is \$10,000 or less: (a) the arbitration shall be conducted solely based on telephone or online appearances and/or written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Los Angeles, California but the arbitrator may take testimony remotely by electronic means. You hereby consent to such exclusive venue and jurisdiction of the AAA

and state and federal courts serving Los Angeles County, California. Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the rules of the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the dispute arises. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party, provided that, where appropriate, the arbitrator may receive testimony via telephone, video or other electronic means of communication. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. For purposes hereof, prevailing party is defined as the party whose last settlement proposal prior to hearing in this matter is closest to the final decision. In no event shall the arbitrator award punitive or exemplary damages. The parties waive any right they may have to an appeal of the arbitrator's decision and/or award. Each party retains the right to seek judicial assistance: (i) to compel arbitration, (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information; (iv) for any claims of infringement or misappropriation of Company's patent, copyright, trademark, or trade secrets; and (v) to enforce any decision of the arbitrator, including the final award.

IN ADDITION, ANY CLAIMS AGAINST COMPANY MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE CLAIM AROSE OR IT IS PERMANENTLY BARRED.

For all disputes you may have, whether pursued in court or arbitration, you must first give ReviewInc an opportunity to resolve the dispute by providing written notification to [info@reviewinc.com](mailto:info@reviewinc.com) and via postal mail to ReviewInc, 20750 Ventura Blvd #355, Woodland Hills, CA 91364 stating (i) your name, (ii) your address, (iii) a written description of your Claim, and (iv) a description of the specific relief you seek. If ReviewInc does not resolve the Dispute within 30 days after it receives your written notification, you may pursue your dispute as set forth above.

## **10. Interpretation**

This Agreement constitutes the entire agreement between Company and you concerning your use of the Website and supersedes all prior agreements (if any). A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement. In such an event, this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

## **11. Disclaimer**

ReviewInc and the products and services offered are not associated, affiliated, endorsed, sponsored, reviewed, tested or certified by any review site.

## **12. California Notice**

Under California Civil Code Section 1789.3, California Website users are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **Questions**

Questions about the Terms of Use should be sent to 21800 Oxnard St, Suite 770, Woodland Hills, CA 91367 USA

## **NOTICE OF ARBITRATION AGREEMENT:**

This agreement provides that all disputes between you and Company will be resolved by BINDING ARBITRATION. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT).

- Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.
- You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.
- Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.
- FOR MORE DETAILS

Review Dispute Resolution section above or visit [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration).