



## Annual Service Agreement Terms and Conditions

### Terms and Conditions

Below you will find our service agreement and privacy policy. Please take a moment to review these items. If you have any further questions for us, please call 918.289.5003 or visit our contact page.

### Terms of Service

THESE TERMS OF SERVICE (“AGREEMENT”) ARE A LEGAL AGREEMENT BETWEEN YOU (“YOU”, “YOUR”, OR “CUSTOMER”) AND RAPID RESPONSE HANDYMAN, INC. (“WE”, “RRH”, OR “RAPID RESPONSE HANDYMAN”), THE OWNER AND OPERATOR OF THE WWW.RAPIDRESPONSETULSA.COM WEBSITE (THE “SITE”). THIS AGREEMENT STATES THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE, AND YOUR PURCHASE OF THE MEMBERSHIPS SOLD ON THIS SITE. BY ACCESSING AND USING THE SITE, YOU ARE INDICATING THAT YOU ACCEPT, AND AGREE TO COMPLY WITH, THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT PERMITTED TO, AND YOU MUST NOT, ACCESS OR USE THE SITE OR PURCHASE MEMBERSHIPS TO THE SITE.

By signing up for a Membership (as defined below), you represent, acknowledge and agree that you are at least 18 years of age. If you are a parent or legal guardian who is registering for a child, you hereby agree to bind your child to this Agreement and to fully indemnify, release and hold harmless RAPID RESPONSE HANDYMAN

if your child breaches or disaffirms any term or condition of this Agreement.

PLEASE BE ADVISED THAT THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN US ARE RESOLVED, WHICH INCLUDE A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER.

## 1 – CHANGES TO SITE; PERSONAL INFORMATION/PRIVACY

### 1.1 – Changes to the site

RAPID RESPONSE HANDYMAN may add to, change or remove any part of the Site, including, without limitation, any Content (as defined below) therein, at any time without prior notice to you.

### 1.2 – Personal Information

Customers agree to provide accurate, current, and complete information as required for the purchase of the Products and Memberships (both as defined below in Section 3.1). RAPID RESPONSE HANDYMAN reserves the right to block further sales to Customers who provide false, inaccurate or incomplete data. Customer acknowledges that RAPID RESPONSE HANDYMAN uses a third party payment processing service to process orders and bill fees to your credit card.

### 1.3 – Privacy

By using this Site and/or purchasing a Membership you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in detail in our Privacy Policy (available for your review at [WWW.RAPIDRESPONSEHANDYMAN.COM](http://WWW.RAPIDRESPONSEHANDYMAN.COM)). Irrespective of which country you reside in or supply information from, you authorize RAPID RESPONSE HANDYMAN to use your

information in the United States and any other country where RAPID RESPONSE HANDYMAN operates as described herein. Accordingly, please be sure to read our Privacy Policy before using the Services or submitting information to us.

PLEASE TAKE NOTICE that RAPID RESPONSE HANDYMAN (and its third party service providers) automatically collects various types of information about your visits to our Site, registration for a Membership, and/or use our Services. In addition to the personal information provided by you in connection with your account registration, we may also collect certain additional information by automated means, such as cookies, web beacons, and other automated devices.

We and/or our third party service providers may employ canvas fingerprinting and other browser fingerprinting techniques that extract and analyze information about your browser, operating system, and installed graphics hardware in conjunction with other user information (e.g. time-zone, language preference, etc.) to help verify your unique identity for fraud prevention purposes and help us continue to improve our Site and Services. We may also use third-party website analytics tools (such as Omniture, Google Analytics, and Facebook Insights) that collect information about visitor traffic on the Site that help us continue to improve the Site, performance and user experiences.

The types of information we may collect by such automated means include: Information about the devices our visitors use to access the Internet (such as the IP address and the device, browser, domain name and operating system type); URLs that refer visitors to our Site; Dates and times of visits to our Sites; Information on actions taken on our Site (such as page views and site navigation patterns); A general

geographic location (such as country and city) from which a visitor accesses our Site; Search terms that visitors use to reach our Site and the webpage that led you to the Site.

RAPID RESPONSE HANDYMAN's Privacy Policy, located at [WWW.RAPIDRESPONSETULSA.COM](http://WWW.RAPIDRESPONSETULSA.COM) (the "Privacy Policy"), explains how Customers' personally identifiable information is collected, used and disclosed. You hereby agree that we may use your personal information in accordance with the terms of the Privacy Policy, which is incorporated herein by this reference as though set forth in full.

## 2 – PASSWORDS; USE OF SITE

### 2.1 – Passwords

You may utilize the functionality on the Site that allows you to log in to this Site by using your login credentials for an existing account on various third party websites, which may change from time to time, including, without limitation, Twitter, Facebook and LinkedIn ("Third Party Site Login Credentials") and, if applicable, configure your privacy settings in your third party website account to permit your activities on this Site to be shared with your contacts in your third party Site account (as further detailed in our Privacy Policy.

Notwithstanding the foregoing, you agree that your use of any third party website through which you log in to this Site using your Third Party Site Login Credentials is governed by the terms and conditions of such third party website's terms of use and privacy policy, including, without limitation, such third party website's password and account security policies and user-generated content posting and acceptable use policies.

You are responsible for maintaining the confidentiality of your passwords, and you are responsible for all activities that occur using your passwords or accounts. You agree not to share your passwords,

let anyone else access your passwords or do anything else that might jeopardize the security of your passwords. You agree to notify RAPID RESPONSE HANDYMAN if there is any unauthorized use of your password on this Site or if you know of any other breach of security in relation to this Site.

## 2.2 – Use of Site; Prohibitions

Subject to your compliance with this Agreement, RAPID RESPONSE HANDYMAN hereby grants you a limited, personal, revocable, non-transferable, non-sub-licensable, and non-exclusive license to access the Site and use the content, information, text, images, graphics, interfaces, audio and video clips and any other materials displayed on the Site (collectively, the “Content”), solely for your personal, non-commercial use. You may not copy, modify, reproduce, publicly display or perform, distribute, or otherwise use the Content except as expressly set forth in this Agreement. You may not remove any copyright or other proprietary notices from any Content. If you breach any term of this Agreement, your authorization to use the Site and Content automatically terminates without notice to you.

You hereby represent and warrant that you will not, and will not induce any third party to: (a) attempt to disable or circumvent any security mechanisms used by the Site or Content or otherwise attempt to gain unauthorized access to any portion of the Site or Content or any other systems or networks connected to the Site, or to any server of RAPID RESPONSE HANDYMAN or its third party service providers, by hacking, password “mining”, or any other illegal means; (b) use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy, or monitor any portion of the Site or Content; (c) use any device, software or routine to interrupt or interfere with, or attempt to interrupt or interfere with, the proper operation and working of the Site or with any other

person's use of the Site; (d) track or seek to trace any information on any other person who visits the Site; (e) use the Site or Content for, or in connection with, any illegal purpose, to solicit, facilitate, encourage, condone, or induce any illegal activity, or as otherwise prohibited by this Agreement or applicable laws, rules or regulations; or (f) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of any proprietary software used to provide, maintain, or otherwise applicable to the Site or Content.

### 3 – TERMS OF SALE

#### 3.1 – Sales of Memberships to End Users Only

RAPID RESPONSE HANDYMAN sells home maintenance services (“Services”) from the Site to end-user customers who purchase monthly memberships to receive the Services (“Membership(s)”) only for their own personal, non-commercial use. You may not purchase Services or Memberships for further distribution or resale or for any other commercial or business purpose. The Membership and all rights and privileges conferred are personal and non-transferable.

#### 3.2 – Pricing

Pricing for Services and Memberships can be found on RAPID RESPONSE HANDYMAN's then-current pricing page located on the Site. The price that we will charge you for the Services and Memberships will be the price as posted on the Site on the date you first sign-up for a Membership to the Site and, if required, a personal visit of the home has been performed. RAPID RESPONSE HANDYMAN reserves the right to change prices for Services and Memberships at any time, and does not provide price protection or refunds in the event of promotions or price decreases.

### 3.3 – Payment Methods; Automatic Monthly Membership Renewals and Membership Cancellation Policy

RAPID RESPONSE HANDYMAN accepts credit card payments only. You agree to pay all fees charged to your account based on RAPID RESPONSE HANDYMAN's fees, charges, and billing terms in effect as shown on the payment page when you first sign-up for a Membership to the Site. If you do not pay on time or if your credit card cannot be charged for any reason, RAPID RESPONSE HANDYMAN reserves the right to either suspend or terminate your account and Membership and terminate these Terms of Service. All sales and payments will be in US Dollars.

RAPID RESPONSE HANDYMAN and RAPID RESPONSE HANDYMAN's third party payment service provider may receive updated credit card information from your credit card issuer. The disbursement of the updated credit card information is provided to RAPID RESPONSE HANDYMAN and RAPID RESPONSE HANDYMAN's third party payment service provider at the election of your credit card issuer. Neither RAPID RESPONSE HANDYMAN nor RAPID RESPONSE HANDYMAN's third party payment service provider are responsible for the distribution of your credit card information. It is at the sole election of your credit card issuer. Your credit card issuer may give you the right to opt out of the update service. It is your responsibility to contact your credit card issuer with regards to your right to opt out of the update service.

#### IMPORTANT NOTICE TO CONSUMER:

**AUTOMATIC MEMBERSHIP RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO YOUR CARD ON FILE EACH MONTH. RAPID RESPONSE HANDYMAN will automatically renew your Membership on each yearly anniversary date of the Membership and, as authorized by you**

by checking the box demonstrating your consent for automatic yearly renewal of your Membership during the sign-up process, we will charge your credit card with the applicable Membership fee. Each Membership renewal period is for one year and may be paid in full or in monthly installments.

**MEMBERSHIP CANCELLATION.** You may cancel your Membership by logging on to your account within [ItsJustRoutine.com](http://ItsJustRoutine.com), or contacting our office, at least 60 days prior to your annual renewal date. All cancellation requests must be received by the first day of the month. **RAPID RESPONSE HANDYMAN** requires a reasonable amount of time to process your Membership cancellation request. If you cancel your Membership, you will enjoy your Membership benefits until the end of the then-current Membership term, and your Membership benefits will expire at the end of the then-current Membership term for which you have paid. You will not be eligible for a prorated refund of any portion of the Membership fees paid for any unused days of the then-current Membership term.

#### **4 – USE OF MOBILE APP**

**BY USING THIS RAPID RESPONSE HANDYMAN MOBILE APPLICATION (THE “APPLICATION”), YOU (THE “USER”) ACCEPT THESE TERMS OF USE (“TERMS”). THESE TERMS CONSTITUTE A BINDING AGREEMENT, GOVERNING USE OF THE APPLICATION, BETWEEN USER AND RAPID RESPONSE HANDYMAN, INC., INCLUDING ITS SUBSIDIARY, RELATED, AND AFFILIATED COMPANIES (INDIVIDUALLY OR COLLECTIVELY “RRH”). BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. SHOULD USER NOT ACKNOWLEDGE AND AGREE TO THESE TERMS, USER MUST IMMEDIATELY UNINSTALL THIS APPLICATION AND DISCONTINUE ITS USE. THESE TERMS ARE ALSO AVAILABLE ON THE WEBSITE. CONTINUED USE OF THE APPLICATION**



SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM.

#### 4.1 – Incorporation of Related Terms:

These Terms incorporate and supplement the Apple, Inc. (“Apple”) Terms and Conditions (available at <http://www.apple.com/legal/itunes/us/terms.html#service>), including without limitation the Licensed Application End User Agreement therein (“Apple Terms”). In addition, these Terms also incorporate and supplement other terms, conditions, and policies of RAPID RESPONSE HANDYMAN including without limitation the following related terms, conditions, and other policies, the location and terms of which may be changed from time-to-time, RAPID RESPONSE HANDYMAN Privacy Policy; Should any provisions in the terms, conditions, or other policies listed above conflict with these Terms, these Terms will control, solely to the extent such provisions apply to the Application.

#### 4.2 – End-User License:

Subject to these Terms, RAPID RESPONSE HANDYMAN grants the User a personal, non-exclusive, non-transferable, limited and revocable license to use the Application for personal use only on an Apple iPhone, iPad, or iPod Touch (“iOS Device”) owned or controlled by User as permitted by the Usage Rules contained in the Apple Terms and in accordance with these Terms (“User License”). Any use of the Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application (“Content”) is prohibited. This Agreement and User License also governs any updates to, or supplements or replacements for, this Application

unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

#### 4.3 – User Information:

Application features, such as account management and interaction with social media sites, may use, maintain, or transmit User's personal information, including, without limitation, user names, passwords, proper names, email address, address, location, financial information (including credit card information), GPS location information, and information for and from third-party social-media accounts (collectively "User Information"). By acknowledging and agreeing to this Agreement, or by using the Application, User consents to the transmission of User Information to RAPID RESPONSE HANDYMAN, including its agents and third-party partners, and consents to RAPID RESPONSE HANDYMAN, including its agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using User Information for Application functionality and for the purposes disclosed in one or more of the RAPID RESPONSE HANDYMAN Privacy Policies identified in this Agreement. The User is, however, solely responsible for the confidentiality and security of User Information sent from or stored on the iOS Device by the Application. The User agrees to immediately notify RAPID RESPONSE HANDYMAN of any suspected unauthorized transactions associated with the Application or any other breach of security. RAPID RESPONSE HANDYMAN shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent transactions related to the Application. Users shall be solely responsible for taking precautionary steps to protect User Information stored on the iOS Device, including without limitation password-protecting the iOS Device and employing Apple's remote-wipe feature.

#### 4.4 – Prohibited Uses:

Use of the Application is limited to the contemplated functionality. The Application shall not be used in any way that,

- i. Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- ii. is unlawful, fraudulent, or deceptive;
- iii. Uses technology or other means to access unauthorized content or non-public spaces;
- iv. Uses or launches any automated system or process, including without limitation, “bots,” “spiders,” or “crawlers,” to access unauthorized content or non-public spaces;
- v. Attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- vi. Attempts to damage, disable, overburden, or impair servers or networks;
- vii. Attempts to gain unauthorized access to an RAPID RESPONSE HANDYMAN computer network;
- viii. Attempts to gain unauthorized access to RAPID RESPONSE HANDYMAN user accounts;
- ix. Encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- x. Violates these Terms in any manner; or
- xi. Fails to comply with applicable third-party terms and conditions or other third-party policies (collectively “Acceptable Use”).

RAPID RESPONSE HANDYMAN reserves the right, in its sole discretion, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to Content or use of the Application

that RAPID RESPONSE HANDYMAN reasonably believes is or might be in violation of these Terms, but failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

#### 4.5 – User-Generated Content:

The User may generate content, written or otherwise, while using the Application (“User-Generated Content”). User acknowledges and agrees that User-Generated Content may be used, reproduced, displayed, modified, deleted, added to, adapted, and published by RRH (for example, in product marketing campaigns). User grants RAPID RESPONSE HANDYMAN and its successors a worldwide; irrevocable; transferrable; sublicensable; fully-paid and royalty-free; and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, and prepare derivative works from the User-Generated Information. User further acknowledges and agrees that the User, and the User alone, is responsible for the development of User-Generated Content.

#### 4.6 – Indemnification:

User agrees to indemnify and hold harmless RAPID RESPONSE HANDYMAN, including its agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the Application, from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys’ fees) occurring from or related to the use or misuse of the Application, violation of these Terms, or violations of any rights of a third party, or any allegation thereof. RAPID RESPONSE HANDYMAN reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

#### 4.7 – No Warranties:

RAPID RESPONSE HANDYMAN IS PROVIDING THE APPLICATION AND CONTENT TO THE USER “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, RAPID RESPONSE HANDYMAN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

#### 4.8 – No Liability:

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL RAPID RESPONSE HANDYMAN OR ITS AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION; AND/OR (B) BE LIABLE TO THE USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION, OR DEVICE FAILURE OR MALFUNCTION. THE USER’S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION. RAPID RESPONSE HANDYMAN, ITS AGENTS AND ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT SHALL NOT BE LIABLE EVEN IF ANY OF THEM OR ANY AUTHORIZED REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARM.

In the event that applicable law does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages, to the fullest extent permissible by law, RAPID RESPONSE HANDYMAN, its agents or anyone involved in creating or providing this Application or Content shall not be liable for damages, losses, and/or causes of action exceeding the amount, if any, paid by User for use of the Application or \$100, whichever is less.

#### 4.9 – Intellectual Property:

RAPID RESPONSE HANDYMAN, the RAPID RESPONSE HANDYMAN logo, and other trademarks, service marks, graphics and logos used in connection with the Application may be or are trademarks or registered trademarks of RAPID RESPONSE HANDYMAN. Other trademarks, service marks, graphics and logos used in connection with the Application are the trademarks of their respective owners (collectively “Third-Party Marks”). The RAPID RESPONSE HANDYMAN Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of RAPID RESPONSE HANDYMAN or the applicable trademark holder. The Application and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by RAPID RESPONSE HANDYMAN or the owner of the Content.

#### 4.10 – Severability:

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms. Failure of RRH to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

#### 4.11 – Modification of these Terms:

RRH reserves the right to change or modify these Terms or any other RRH terms, conditions, or policies related to use of the Application (including those identified in this agreement) at any time and at its sole discretion by posting revisions on the RAPID RESPONSE HANDYMAN website or within this Application. Continued use of the Application following the posting of these changes or modifications will constitute the User's acknowledgement and agreement to such changes or modifications. Only a specific, written waiver signed by an authorized representative of RRH shall have any legal effect as a waiver by RRH of any Terms of this Agreement.

#### 4.12 – Third Party Beneficiary:

User agrees that RRH's service providers, licensors, or others involved in creating or providing the Application are third party beneficiaries to this End-User Agreement and may rely upon the provisions of this End-User Agreement, including but not limited to, the provisions concerning Indemnification, No Warranties, and No Liability.

### 5 – PROPRIETARY RIGHTS

You hereby acknowledge and agree that RAPID RESPONSE HANDYMAN or its licensors own all legal right, title and interest in and to the Site and Content, including, without limitation, any and all intellectual property and other proprietary rights which subsist in the

Site and Content, whether such rights are registered or unregistered, and wherever in the world those rights may exist.

Trademarks, names and logos on this Site are the property of their respective owners. Unless otherwise specified in this Agreement, all information and screens appearing on this Site, including Content, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of RAPID RESPONSE HANDYMAN, Inc. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

## 6 – THIRD PARTY SITES; INDEMNIFICATION

### 6.1 – Third Party Web Sites

The Site may provide links to third party Sites that are not owned or controlled by RAPID RESPONSE HANDYMAN, including, without limitation, Facebook, Twitter and LinkedIn (“Third Party Sites”). We provide such links solely as a convenience to you. RAPID RESPONSE HANDYMAN does not review, approve, endorse, or make any representations about such Third Party Sites, the companies or persons who own and/or operate them, or any information, software or other products and services made available through such Third Party Sites, or any results that may be obtained from using them. You should exercise common sense and your own judgment, and if you decide to access any Third Party Sites linked to the Site, you do so entirely at your own risk, and you are solely responsible for your activities conducted in connection with such Third Party Sites. Your use of Third Party Sites is subject to the terms of use and privacy policies located on the linked to Third Party Sites which may be different from this Agreement or our Privacy Policy, including, without limitation, such Third Party Sites’ password and account



security policies and user-generated content posting and acceptable use policies.

## 6.2 – Indemnification

You hereby agree to defend, release, indemnify and hold harmless each of the RAPID RESPONSE HANDYMAN Parties (as defined in Section below) from and against, any and all losses, liabilities, damages, and/or claims (including, without limitation, attorneys' fees and costs) arising from your breach of this Agreement, or otherwise arising from your use or misuse of the Site, Content or Products.

## 7 – DISCLAIMER OF WARRANTIES

THE SITE, CONTENT, SERVICES AND MEMBERSHIPS ARE FURNISHED TO YOU "AS IS" AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. RAPID RESPONSE HANDYMAN, ON BEHALF OF ITSELF AND ITS AFFILIATES, LICENSORS, SUPPLIERS AND THIRD PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RAPID RESPONSE HANDYMAN PARTIES"): (A) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, SERVICES OR MEMBERSHIPS WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE OR CONTENT WILL BE TIMELY, UNINTERRUPTED, STABLE, OR SECURE; (C) DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, SERVICES OR MEMBERSHIPS WILL BE ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED; AND (D) DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OF THE SITE, CONTENT OR SERVICES IN TERMS OF THEIR ACCURACY, RELIABILITY,

TIMELINESS, COMPLETENESS, OR OTHERWISE. YOUR USE OF THE SITE, CONTENT, SERVICES OR MEMBERSHIPS IS ENTIRELY AT YOUR OWN DISCRETION AND RISK AND YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE, CONTENT, SERVICES AND MEMBERSHIPS.

THIS LIMITATION OF REMEDIES IS A PART OF THE BARGAIN BETWEEN YOU AND RAPID RESPONSE HANDYMAN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RAPID RESPONSE HANDYMAN OR ANY PERSON ON BEHALF OF RAPID RESPONSE HANDYMAN SHALL CREATE A WARRANTY OR CONDITION, OR IN ANY WAY CHANGE THIS EXCLUSION OF WARRANTY.

NOTHING IN THIS SECTION 7 SHALL EXCLUDE OR LIMIT THE RAPID RESPONSE HANDYMAN PARTIES' WARRANTIES, REPRESENTATIONS OR CONDITIONS TO THE EXTENT THEY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH WARRANTIES, REPRESENTATIONS OR CONDITIONS WILL BE EXCLUDED AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## 8 – LIMITATION OF LIABILITY

### 8.1

IN NO EVENT SHALL ANY RAPID RESPONSE HANDYMAN PARTY BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCTS OR LOSS OF USE OF THE PRODUCTS, WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF A RAPID RESPONSE HANDYMAN PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8.2

IF, NOTWITHSTANDING THE FOREGOING, A RAPID RESPONSE HANDYMAN PARTY IS FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH YOUR USE OF THE SITE, CONTENT, SERVICES OR MEMBERSHIPS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW THE RELEVANT RAPID RESPONSE HANDYMAN PARTY'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID RAPID RESPONSE HANDYMAN FOR THE SERVICES OR MEMBERSHIP, AS APPLICABLE; AND (B) THE SUM OF ONE HUNDRED DOLLARS (\$10000).

## 8.3

NOTHING IN THIS SECTION 8 SHALL EXCLUDE OR LIMIT ANY RAPID RESPONSE HANDYMAN PARTY'S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH RAPID RESPONSE HANDYMAN PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## 9 – DISPUTE AND ARBITRATION; CLASS ACTION WAIVER; CHOICE OF LAW

9. 1 – Arbitration Agreement; Class Waiver; Waiver of Trial by Jury. Please read this Section (“Arbitration Agreement”) carefully. It is part of your contract with RAPID RESPONSE HANDYMAN and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

i. Informal Resolution. Most customer concerns can be resolved quickly and to a customer's satisfaction by writing to our customer service department at RAPID RESPONSE HANDYMAN, Attn: Customer Service, 600 S Hemlock Ave, Broken Arrow, OK 74012. In the unlikely event that our customer service department is unable to resolve a complaint you may have to your satisfaction, the terms of this

Section 9.1 govern dispute resolution between us.

ii. Applicability of Arbitration Agreement. All claims and disputes in connection with the Agreement or the use of any product or service provided by RAPID RESPONSE HANDYMAN that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and RAPID RESPONSE HANDYMAN, and to any of our licensors, suppliers, dealers or third party vendors, subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

iii. Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms (“Arbitration Rules”). The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. Any hearing will be held in a location within one hundred (100) miles of your residence, unless you reside outside of the United States (in which case hearing will be held in the capital of your country), and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

iv. Authority of Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and RAPID RESPONSE HANDYMAN, and the

dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and RAPID RESPONSE HANDYMAN.

v. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and RAPID RESPONSE HANDYMAN in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND RAPID RESPONSE HANDYMAN WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

vi. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or

unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in St. Charles County, Missouri.

vii. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: RAPID RESPONSE HANDYMAN, 600 S Hemlock Ave, Broken Arrow, OK 74012 within 30 days of purchasing a Membership. If you send this notice, then the Arbitration Agreement will not apply to either party and you must litigate pursuant to subparagraph xii below. If you do not send this notice, then you agree to be bound by this Arbitration Agreement.

viii. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

ix. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with RAPID RESPONSE HANDYMAN.

x. Modification. Notwithstanding any provision in these terms to the contrary, we agree that if RAPID RESPONSE HANDYMAN makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to the RAPID RESPONSE HANDYMAN.

xi. Small Claims Court. Notwithstanding the foregoing, either you or RAPID RESPONSE HANDYMAN may bring an individual action in small claims court.

xii. Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in St. Charles County, Missouri for such purpose.

## 9.2 – Choice of Law

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state of Missouri, without regard to its conflicts of laws rules. Foreign laws do not apply. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

## 10 – ELECTRONIC COMMUNICATIONS; GENERAL TERMS

### 10.1 – Electronic Communications

Whenever you visit our Site or send emails to us, you are communicating with us electronically. For that reason, you also consent to receive communications from us electronically. We will communicate with you by email (if you have provided your email address to us), by posting notices on our Site or by such other means as we may determine from time-to-time. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

### 10.2 – General Terms

RAPID RESPONSE HANDYMAN may issue a warning, temporarily suspend, indefinitely suspend or terminate any Customer's right to use or access all or any part of the Site including any account thereon, without notice, for any reason in RAPID RESPONSE HANDYMAN's sole discretion, including without limitation breach of this Agreement and/or violation of the Terms of Service, RAPID RESPONSE HANDYMAN's belief that such access would violate any applicable law, rule or regulation or would be harmful to the interests of, or potentially cause financial loss or legal liability to RAPID RESPONSE HANDYMAN or another user of the Site. This Agreement and the Privacy Policy constitute the entire agreement between you and RAPID RESPONSE HANDYMAN regarding its subject matter.

RAPID RESPONSE HANDYMAN will not be responsible for failures to fulfill any of its obligations due to causes beyond its control. The failure of RAPID RESPONSE HANDYMAN to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any part of this Agreement is held invalid, illegal or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this Agreement, and the other parts will remain in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The parties shall at all times and for all purposes be deemed to be independent contractors and neither party nor its agents may bind the other party. The parties acknowledge and agree that this Agreement and all related documents that may be drawn up are only valid in the English language. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties, except that each indemnified RAPID RESPONSE HANDYMAN Party shall be a third party beneficiary hereunder. RAPID RESPONSE HANDYMAN may assign or transfer its rights, or delegate any performance, under this Agreement to a third party in its sole discretion. Customer may not assign or otherwise transfer its rights, or delegate its performance, under this Agreement to any third party without in each and every case, RAPID RESPONSE HANDYMAN's express prior written consent. All terms which by their nature are intended to survive any termination of this Agreement, or any termination of your use of the Site, Content, Products, Services or Memberships shall survive such termination.

## **Privacy Policy**



## RAPID RESPONSE HANDYMAN – Privacy Policy

RAPID RESPONSE HANDYMAN, Inc. (“RAPID RESPONSE HANDYMAN”, “RRH”, “we”, “us” or “our”) values your privacy and is committed to protecting your personal information. RAPID RESPONSE HANDYMAN is a company that delivers home maintenance services to its members (“Services”).

This Privacy Policy describes how and when RRH collects, uses and shares your information when you use our Services.

By using our Site and/or purchasing a Membership you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy.

Accordingly, please be sure to read this Privacy Policy before using the Services or submitting information to us.

This Privacy Policy may change from time to time and your continued use of the Services constitutes acceptance of such changes, so please check this Privacy Policy periodically for updates. This Privacy Policy is incorporated by reference into the RAPID RESPONSE HANDYMAN Terms of Service (and in the event of any inconsistency between the Terms of Use and this Privacy Policy, this Privacy Policy shall govern). If you have any questions or comments about this Privacy Policy, please contact us.

### 1. INFORMATION COLLECTION AND USE

The information we collect from you enables us to fulfill your requests for our services; send you information or content we believe may be of interest to you; and keep you abreast of any updates related to our Site and your Membership. We also use this information to personalize and continually improve our Site, your experience, and ultimately serve you better.

**Information Collected Upon Registration:** You may browse our Site without registering. However, if you would like to place an order, become a member, and/or request information from us, then you

must complete the account registration process and become a member on our Sites. Whenever you create, register, or edit your RRH account, you provide some basic personal information, such as your name, email address, and password. In order to purchase our Membership, you must provide us with your credit card, debit card, or other type of acceptable payment information along with your billing and property address information. While you are free to choose not to provide this information, without it, we cannot provide you with any of our Services, or complete your Membership. Please safeguard your password and all personal information to avoid the risk of your private information being used by others without your consent, and any potential liability for the unauthorized use of our Sites or your account.

**Information that We Collect About You from Facebook:** You may also login to our Site using your Facebook account. Facebook exclusively controls (and RRH has no control over) the information Facebook collects from you during the login process. If you login to our Site using Facebook, you must enter your Facebook email address and password. We will also request your permission to: (i) access and collect your Facebook basic information (this includes your name, profile picture, gender, networks, user IDs, list of friends, date of birth, email address, and any other information you have set to public on your Facebook account); (ii) send you email; (iii) post to your Wall; (iv) access posts in your news feed; and (v) access your Facebook data at any time, even if you are not using Facebook.

Please note that if you grant RRH permission to access this information, then RRH will have access to such information regardless of your Facebook privacy settings and even if you have chosen not to make that information public. For information about how Facebook may disclose your information, including any information you make public, please consult the Facebook Privacy Policy. We have no control over how Facebook uses or discloses the

personal information you provide it. We store the information that we receive from Facebook along with other information that we collect from or receive about you.

**Information We Collect Automatically:** When you visit the Site and/or register for Membership, we may also collect certain additional information by automated means, such as cookies, web beacons, and other automated devices. A “cookie” is a text file that websites send to a visitor’s computer or other Internet-connected device to uniquely identify the visitor’s browser or to store information or settings in the browser. A “web beacon” (also known as an Internet tag, pixel tag or clear GIF) is used to transmit information back to a web server.

We and/or our third party service partners may employ automated Canvas fingerprinting and other browser-fingerprinting techniques that extract and analyze information about your browser, operating system, and installed graphics hardware in conjunction with other user information (e.g. time-zone, language preference, etc.) to help verify your unique identity for fraud prevention purposes and to improve our Site and Services. By using our Site and Services, you consent to the use of these browser-fingerprinting technologies. See below for more information on Canvas fingerprinting and ways to detect or block it. We may also use third-party website analytics tools (such as Omniture, Google Analytics, and Facebook Insights) that collect information about visitor traffic on the Sites that help us continue to improve the Site, performance and user experiences.

The information we may collect by such automated means includes:

- Information about the devices our visitors use to access the Internet (such as the IP address and the device, browser, domain name and operating system type)
- URLs that refer visitors to our Site
- Dates and times of visits to our Site
- Information on actions taken on our Site (such as page views and

site navigation patterns)

- A general geographic location (such as country and city) from which a visitor accesses our Site
- Search terms that visitors use to reach our Site and the webpage that led you to the Site

## 2. COOKIES AND OTHER TRACKING TECHNOLOGY

**Cookies Information:** Cookies are small pieces of information that are issued to your computer when you visit a website and which store and sometimes track information about your use of the Service. RRH uses cookies to help recognize you as a repeat visitor, to improve the quality of our Service, and to try and make your browsing experience meaningful. When you enter our Site, our web server may send a cookie to your computer that allows us to recognize your computer, but not the identity of the particular user. By associating the identification numbers in the cookies with other customer information when, for example, you login to the Service, we know that the cookie information relates to you.

Some of the cookies used by our Service are served by us, and some may be served by third parties who are delivering services on our behalf. Most web browsers automatically accept cookies but, if you prefer, you can change your browser settings to prevent cookies, or notify you each time a cookie is sent. By blocking or deleting cookies used on our Service, you may not be able to take full advantage of our Service.

**Local Storage Objects:** We may use Flash Local Storage Objects (“Flash LSOs”) in order to store your Site preferences and to personalize your visit. Flash LSOs are different from browser cookies because of the amount and type of data stored. In addition, you cannot control, delete, or disable the acceptance of Flash LSOs through your browser.

**Log File Information or Log Data:** Our servers may automatically record information (“Log Data”) created by your use of the Site or our

Services. Log Data may include information such as your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device and application IDs, search terms, and cookie information. We receive Log Data when you interact with our Services, for example, when you visit our website, sign into our Services, interact with our email notifications, or visit a third-party website that includes a RRH button or widget. RRH uses Log Data to provide our Services and to measure, customize, and improve them. We may periodically delete all Log Data or remove any common account identifiers, such as your username, full IP address, or email address, after 18 months, if not earlier.

Site Analytics: As noted, we may use automated devices and applications, such as Google Analytics, to evaluate usage of our Site. We also may use other analytic means to evaluate our Site. We use these tools to help us improve our Site, performance and user experiences.

Links: RRH may keep track of how you interact with links across our Services, including our email notifications, third-party services, and client applications, by redirecting clicks or through other means. We do this to help improve our Services, to provide more relevant advertising, and to be able to share aggregate click statistics such as how many times a particular link was clicked on.

### 3. INFORMATION SHARING AND DISCLOSURE

We do not disclose your private personal information except in the limited circumstances described here.

Your Consent: We may share or disclose your information at your direction, such as when you authorize a third-party web client or application as login credentials when you register for Membership.

Service Providers: We may engage service providers to perform functions and provide services to us. We may share your private personal information with such service providers subject to confidentiality obligations consistent with this Privacy Policy, and on

the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions.

**Law and Harm:** Notwithstanding anything to the contrary in this Privacy Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect RRH's rights or property. However, nothing in this Privacy Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your information.

**Business Transfers:** In the event that RRH is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. The promises in this Privacy Policy will apply to your information as transferred to the new entity.

#### 4. HOW WE PROTECT YOUR INFORMATION

We are committed to protecting the information we receive from you. We employ reasonable technical and management practices to help protect the confidentiality, security and integrity of data stored on our system. While no computer system is completely secure, we believe the measures we have implemented reduce the likelihood of security problems to a level appropriate to the type of data involved. We have implemented commercially reasonable precautions, including, where appropriate, password protection, encryption, SSL, firewalls, and internal restrictions on who may access data to protect our Site and the information we collect from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The Site encrypts your personal information using secure socket layer (SSL) technology to provide for the secure transmission of the information from your personal computer to our system. In addition, only those employees and third parties who absolutely need access to your

information in order to perform their duties are allowed such access. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a password that nobody else knows or can easily guess, and keeping your password private. Also, you should never share your login information with others. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity. To change your Facebook password, you must go to the Facebook site and follow its procedures for changing your password.

#### 5. MODIFYING YOUR PERSONAL INFORMATION

You may modify any personal information that you have submitted by logging into your account and updating your profile information. Please note that copies of information that you have updated, modified or deleted may remain viewable in cached and archived pages of the Site for a period of time. If you would like to access or modify your Facebook profile information, or adjust the types of information we receive from Facebook, you must adjust your Facebook account settings directly through Facebook. We have no control over how Facebook shares your information with us or other third parties. The information you provide to Facebook is subject to the Facebook Privacy Policy.

#### 6. OUR POLICY TOWARDS CHILDREN

Our Services are not directed to persons under 13. If you become aware that your child has provided us with personal information without your consent, please contact us immediately. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account.

#### 7. CHANGES TO THIS POLICY

We may revise this Privacy Policy from time to time. The most

current version will govern our use of your information and will always be available for your review at [WWW.RAPIDRESPONSETULSA.COM](http://WWW.RAPIDRESPONSETULSA.COM). If we make any change to this Privacy Policy that we in our sole discretion deem material, we will notify you via email to the email address associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.