

Terms of Use

September 2018

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1. **Acceptance; Privacy Policy.** You acknowledge that by registering with, accessing and/or using the Site or Services in any manner, you agree to these Terms of Use, which also incorporate by reference our Privacy Policy, each of which may be updated from time to time without prior notice. If you do not agree with these terms and conditions, please immediately discontinue use of and leave this Site. This Site is intended for individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the Services offered by us are not available to minors. You must be at least eighteen (18) years of age or older to utilize the Services. If you are not eighteen (18) years of age or older or are otherwise incapable of entering into a legally binding agreement, please immediately discontinue use of and leave this Site.

These Terms of Use were last revised on the date provided above. If You use the Site after an amended Terms of Use has been posted, You will be deemed to have agreed to such amended Terms of Use. You may want to periodically visit this page to view the most recent Terms of Use.

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4. **Links and Third Party Content.** Our Site may contain links to third-party websites or services that are not owned or controlled by us. Such third parties might use our logo(s) as part of a co-branding agreement. Such links may be to third party website that provide online account payment capabilities through such third party website in connection with your interactions with IRIO or its applicable affiliate. We are not responsible for the content of linked third-party websites and we do not make any representations or warranties regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such websites (including their privacy policies).

5. **Unsolicited Submissions.** Any unsolicited non-personal information, remarks, suggestions, ideas, graphics or material you submit to us by email, text, download, or otherwise ("Unsolicited Submission"), is non-confidential, and automatically becomes IRIO's property upon receipt, without any compensation to you. We have no obligation to review or use any Unsolicited Submissions or to keep them confidential, but if we elect to use them, we are free to use and repurpose such Unsolicited Submission for any purpose. Specifically, we are free to use any ideas or concepts contained in any such Unsolicited Submission for any purpose whatsoever, without any compensation to you. IRIO does not waive any rights it may have to similar or related ideas previously known to it or developed by its employees and representatives, or obtained from sources other than you.

6. **NO WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF SERVICES, THE SITE AND ITS CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND IRIO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE AND ITS CONTENT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT AND/OR OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. IRIO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SITE, THAT THE FUNCTIONS OR CONTENT CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY OR THROUGH THE SITE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, IRIO DISCLAIMS ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IRIO OR ITS AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

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ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL IRIO'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF USD \$50.00. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. **Jurisdictional Issues; No Export.** The Site is operated out of the United States and the IRIO products, Services, materials, offers, and information appearing on the Site are intended for U.S. users. The Services may not be available to users outside of the United States. IRIO makes no representation that materials or information on the Site are appropriate or available for use outside of the United States, and access to them from jurisdictions where their content is illegal is prohibited. Those who choose to access the Site outside of the United States do so at their own initiative and are responsible for compliance with applicable local laws.

9. **Changes to these Terms of Use.** IRIO reserves the right to modify these Terms of Use, and to add new or additional terms or conditions on your use of the Site, for any reason, without notice, at any time. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms of Use upon posting of revised Terms of Use on the Site. Your continued use of the Site or Services afterward will be deemed acceptance of the then-current Terms of Use. IRIO may modify or discontinue providing the Site, in whole or in part, at any time, for any reason, without prior notice.

10. **Copyright Notice.** If you believe that any content available through the Site or the Services infringes a copyright claimed by you, please contact IRIO at support@irio.com

11. **Applicable Law and Disputes.** These Terms of Use shall be governed in accordance with the laws of the TX. Your use may also be subject to other local, state, national or international laws. Any controversy or claim arising out of or relating to this Terms of Use or the Site or Services shall be settled by arbitration in the Collin County District Court administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. If IRIO is the prevailing party in any arbitration proceeding or lawsuit against or involving you, then you shall pay IRIO's reasonable attorneys' fees, costs and expenses incurred in such arbitration proceeding or lawsuit.

Any action relating to the use of the Site or any transaction with IRIO must be brought in the courts of the Collin County District Court. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

12. **Other Provisions.**

- a. If any part of this Terms of Use is held invalid or unenforceable, the remaining portions shall remain in full force and effect. IRIO's failure to enforce any right or provisions in these Terms of Use will not constitute a future or ongoing waiver of such or any other provision of the Terms of Use.
- b. IRIO may notify you with respect to the Site by sending an email message to your last known email address in its records, via postal mail to your last known mailing address in its records, or by a posting on the Site. Notices shall become effective immediately following delivery by IRIO.
- c. IRIO is not responsible for, and reserves the right to correct all, errors on the Site, including, without limitation, any pricing errors or mis-descriptions of products or services.
- d. You hereby grant IRIO the right to take all steps IRIO believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms of Use. You agree that IRIO has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials and/or a third party, as IRIO believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms of Use

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13. **Contact Information.** Comments, questions or claims with respect to the Site or this Terms of Use should be directed to support@irio.com