

LIME Marketing Terms of Service & Privacy Policy

Thanks for using an app from LIME Marketing. By using our apps, you agree to the following terms and conditions, and any policies, guidelines or amendments thereto that may be presented to you from time to time, including but not limited to Program Policies and Legal Notices (collectively, the "Terms"). We may update the Terms in the future, and you will be able to find the most current version of this agreement at <http://www.getlimed.com>

1. USE OF SERVICES

LIME Marketing offers apps to you, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. In order to access certain services, you may be required to provide current, accurate identification, contact, and other information as part of the registration process. You are responsible for maintaining the confidentiality of your account password, and are responsible for all activities that occur under your account. You agree to immediately notify LIME Marketing of any unauthorized use of your password or account or any other breach of security. LIME Marketing cannot and will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

2. LIME Marketing PRIVACY POLICY

LIME Marketing only processes personal information for the purposes described in this Privacy Policy and/or the supplementary privacy notices for specific services. In addition to the above, such purposes include:

Providing our services, including the display of customized content and advertising;

Auditing, research and analysis in order to maintain, protect and improve our services;

Ensuring the technical functioning of our apps.

Protecting the rights or property of LIME Marketing or our users.

Developing new services.

By using our app, you acknowledge and agree that LIME Marketing may access, preserve, and disclose your account information and any Content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of LIME Marketing, its users or the public as required or permitted by law.

You understand that the technical processing and transmission of our apps, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services.

3. PROPRIETARY RIGHTS

You acknowledge and agree that LIME Marketing apps and any necessary software used in connection with these apps contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that Content contained in sponsor advertisements or presented to you through LIME Marketing services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by LIME Marketing or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on Content, LIME Marketing services or Software, in whole or in part except as specifically authorized in a separate written agreement.

Subject to the Terms, you will not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the LIME Marketing app, unless such activity is expressly permitted or required by law or has been expressly authorized by LIME Marketing in writing. You agree not to use modified versions of the app.

4. SOFTWARE AND AUTOMATIC UPDATES

LIME Marketing apps may automatically report version number or other diagnostic information and may automatically download upgrades to the Software to update, enhance and further develop and improve the app, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

5. GENERAL PRACTICES REGARDING USE AND STORAGE

You agree that LIME Marketing has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted by our apps. You acknowledge that LIME Marketing may have set no fixed upper limit on the number of transmissions you may send or receive through LIME Marketing apps or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice.

6. PERSONAL NON-COMMERCIAL USE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of LIME Marketing services, use of LIME Marketing services, or access to LIME Marketing services except as otherwise expressly provided in the Terms or as specifically authorized in a separate written agreement.

7. MODIFICATIONS TO SERVICE

LIME Marketing reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, LIME Marketing services (or any part thereof)

with or without notice. You agree that LIME Marketing shall not be liable to you or to any third party for any modification, suspension or discontinuance of LIME Marketing services.

8. TERMINATION

You may discontinue your use of LIME Marketing services at any time. You agree that LIME Marketing may at any time and for any reason, including a period of account inactivity, terminate your access to LIME Marketing services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to LIME Marketing services, your account or any files or other content contained in your account.

9. ADVERTISEMENTS

Some LIME Marketing services are supported by advertising revenue and may display advertisements and promotions on the service. Such advertisements may be targeted to the content of information stored on the LIME Marketing app, queries made through the LIME Marketing app or other information. The manner, mode and extent of advertising by LIME Marketing on its services are subject to change. As consideration for your use of certain LIME Marketing services, you agree that LIME Marketing may place such advertising and that LIME Marketing shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of the presence of such advertisers on LIME Marketing services or your subsequent dealings with advertisers.

10. LINKS

LIME Marketing apps may provide, or third parties may provide, links to other World Wide Web sites or resources. LIME Marketing may have no control over such sites and resources and you acknowledge and agree that LIME Marketing is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that LIME Marketing shall not be responsible or liable, directly or indirectly, for any damage or loss

caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

11. INDEMNITY

You agree to hold harmless and indemnify LIME Marketing, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively " LIME Marketing and Partners") from and against any third party claim arising from or in any way related to your use of LIME Marketing apps, violation of the Terms or any other actions connected with use of LIME Marketing apps, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, LIME Marketing will provide you with written notice of such claim, suit or action.

12. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF LIME MARKETING IS AT YOUR SOLE RISK. APPS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIME MARKETING AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. LIME MARKETING AND PARTNERS DO NOT WARRANT THAT (i) APPS WILL MEET YOUR REQUIREMENTS, (ii) APPS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF APPS WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH APPS WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPS IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LIME MARKETING OR THROUGH OR FROM THE APPS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LIME MARKETING AND PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LIME MARKETING OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE LIME MARKETING SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM LIME MARKETING SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON LIME MARKETING SERVICES; OR (v) ANY OTHER MATTER RELATING TO LIME MARKETING SERVICES.

14. EXCLUSIONS AND LIMITATIONS

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 12 AND 13 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

16. NOTICE

You agree that LIME Marketing may provide you with notices, including those regarding changes to the Terms, by email, regular mail or postings on LIME Marketing services.

1. GENERAL INFORMATION

Entire Agreement. The Terms (including any policies, guidelines or amendments that may be presented to your form time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and LIME Marketing and govern your use of LIME Marketing apps, superseding any prior agreements between you and LIME Marketing for the use of LIME Marketing apps. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other LIME Marketing apps, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms and the relationship between you and LIME Marketing shall be governed by the laws of the State of Utah without regard to its conflict of law provisions. You and LIME Marketing agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Utah County, Utah.

Waiver and Severability of Terms. The failure of LIME Marketing to exercise or

enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of LIME Marketing services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section headings in the Terms are for convenience only and have no legal or contractual effect.