

Terms of Use

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These Terms of Use (“**Terms**”) govern your access to and use of this website (“**Site**”), made available to you by Page Per Page, Inc. (“**Company**,” “**we**,” “**us**,” or “**our**”).

By using the Site, you agree on behalf of yourself and any organization that you represent (together, “you”) that you have read and understand these Terms and our Privacy Policy. If you do not agree with these Terms or our Privacy Policy, do not access or use the Site. We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you. By using the Site after changes are posted, you agree to those changes.

ARBITRATION NOTICE; CLASS WAIVER; WAIVER OF TRIAL BY JURY. THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND COMPANY WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

- 1. Privacy Policy.** We collect certain data about you and from your use of the Site as described in our Privacy Policy, which is incorporated into these Terms and describes our data collection, use, and sharing practices.

- 2. Intellectual Property Rights.** The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, names of services, documentation, other components and content, and the design, selection, and arrangement of content is exclusively the property of Company or, as applicable, its suppliers and licensors, and is protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to Company or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law. The Site may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners.

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- 3. Compliance with Laws.** In connection with your access to and use of the Site, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable rules regarding online conduct.

- 4. Restrictions on Your Use of the Site.**
 - You may download and print one copy of the Site’s visible content for your own personal noncommercial use as long as you do not modify or delete any copyright, trademark, or other proprietary notices.
 - You will not otherwise copy, reproduce, display, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Site or any part of the Site without Company’s prior written consent.
 - You will not use the Site for unlawful purposes.
 - You warrant that all data you provide to us in connection with your access to and use of the Site is true, accurate, and complete to the best of your knowledge and belief.
 - You will not submit inaccurate, incomplete, or out-of-date data via the Site, commit fraud or falsify data in connection with your use of the Site, or act maliciously against the business interests or reputation of Company.

- You will not engage in data mining or similar data gathering or extraction activities or retrieve data or other content from the Site for purposes of creating or compiling that content for any purpose.
- You will not access, use, or copy any portion of the Site, including any of its content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
- You will not use the Site to post, transmit, input, upload, or otherwise provide any data or material that contains any viruses, worms, Trojan horses, logic bombs, time bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines, including those designed to or that reasonably may disable, damage, impair, interfere with, surreptitiously intercept, or expropriate the Site or any computers, hardware, software, system, data, or networks.
- You will not engage in activities that aim to render the Site or associated services inoperable or to make their use more difficult.

5. **Availability; Errors.** Some services may not be available in certain areas. The data contained on the Site may contain technical inaccuracies or typographical errors or omissions. Company is not responsible for such inaccuracies or errors.

6. **NO WARRANTY.** THE SITE IS PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT ANY WARRANTY OF ANY KIND. NEITHER COMPANY NOR ITS AFFILIATES, SUPPLIERS, OR LICENSORS ARE RESPONSIBLE FOR PROVIDING MAINTENANCE OR SUPPORT SERVICES FOR THE SITE. COMPANY MAKES COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL MATERIAL, DATA, AND OTHER INFORMATION ON THE SITE IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY CAN BE GUARANTEED. COMPANY DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE. COMPANY DOES NOT WARRANT OR GUARANTEE THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. COMPANY IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS ON THE SITE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, INCLUDING WITHOUT LIMITATION THOSE REGARDING AVAILABILITY, QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR ANY USE OR PURPOSE, COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS, TITLE, NONINFRINGEMENT, AND ANY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. COMPANY HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION.

WE MAKE NO REPRESENTATION THAT THE SITE IS APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OTHER THAN THE UNITED STATES. IF YOU CHOOSE TO ACCESS OR USE THE SITE FROM LOCATIONS OTHER THAN THE UNITED STATES, YOU DO SO AT YOUR OWN RISK AND YOU ARE RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS AND REGULATIONS.

YOUR USE OF THE SITE IS AT YOUR OWN RISK AND YOU, ALONE, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY DATA FROM THE SITE, AND ANY OTHER DAMAGE THAT MAY BE INCURRED.

NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR IN ANY MANNER FROM THE SITE CREATES ANY WARRANTY.

7. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, OR LICENSORS (TOGETHER, “**COMPANY PARTIES**”) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL,

EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE (INCLUDING WITHOUT LIMITATION THE INPUT OF PERSONAL AND OTHER DATA INTO THE SITE), WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A COMPANY PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.

YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL COMPANY PARTIES' LIABILITY TO YOU EXCEED \$100, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

- 8. Indemnification.** You will indemnify, defend, and hold harmless Company Parties from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, expenses, and costs (including without limitation reasonable attorneys' fees) that arise out of or in connection with your access to or use of the Site, your misuse of any material, data, or other data downloaded or otherwise obtained from the Site, your order services through the Site, or your breach of these Terms. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.
- 9. Third-Party Websites.** The Site may link to, or be linked to, websites not maintained or controlled by Company. Those links are provided as a convenience and Company is not responsible for examining or evaluating the content or accuracy of, and does not warrant or endorse, any third-party website or any products or services made available through those websites. Please take care when leaving the Site to visit a third-party website. You should read the terms of use and privacy policy for each website that you visit.
- 10. Linking to the Site.** If you operate a website and are interested in linking to the Site: (a) the link must be a text-only link and clearly marked; (b) the link and its use must be in connection with a website of appropriate subject matter; (c) the link and its use must not, nor have the potential to, damage or dilute the goodwill associated with Company's names and trademarks; (d) the link and its use must not create the false appearance that any program, person, or entity is associated with or sponsored by Company; and (e) the link, when activated by a user, must display the Site full-screen and not within a frame. Company reserves the right to revoke consent to link to the Site at any time in its sole discretion, either by amending these Terms or through other notice.
- 11. Feedback.** Company welcomes comments regarding the Site. If you submit comments or feedback to us regarding the Site, they will not be considered or treated as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.
- 12. Disputes; Governing Law.** These Terms are governed by the laws of the state of Arizona, without regards for its conflict of law principles. Venue is exclusively in the state or federal courts, as applicable, located in Maricopa County, Arizona, with respect to any dispute arising under these Terms unless otherwise determined by Company in its sole discretion. The parties expressly agree to the exclusive jurisdiction of those courts. Any cause of action or other claim with respect to the Site must be commenced within one year after the cause of action or claim arises. The United Nations Convention for the International Sale of Goods does not apply.
- 13. ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF TRIAL BY JURY. PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH COMPANY AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.**
 - Applicability of Arbitration Agreement.

- i. Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of these Terms to arbitrate (hereinafter, collectively, the “**Dispute**”), which cannot be resolved informally, shall be resolved by binding arbitration on an individual basis under the terms set forth below (the “**Arbitration Agreement**”). Notwithstanding the foregoing, in the event of any actual, alleged or threatened violation of confidentiality or violation of the Company’s intellectual property or other proprietary rights, Company may immediately resort to court proceedings in a court of competent jurisdiction as set forth above in order to seek immediate injunctive relief without posting of a bond, proof of damages or other similar requirement. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief to arbitration.
 - ii. This Arbitration Agreement applies to you and Company, and to any of our subsidiaries, affiliates, agents, employees, predecessors in interest, successors in interest, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Site provided under the Terms.
- **Arbitrator.** The arbitration proceeding will be administered by the American Arbitration Association (“**AAA**”) before an arbitrator selected pursuant to the AAA rules. The decision of the arbitrator will be final and binding. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The parties shall share equally in the costs assessed for the arbitration, and each party shall bear its own attorneys’ fees and costs. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY INSTEAD CHOOSE AND AGREE TO HAVE ALL DISPUTES AS SET FORTH HEREIN DECIDED THROUGH INDIVIDUAL ARBITRATION.
 - **Place.** The place of arbitration shall be in Maricopa County, Arizona, unless otherwise agreed to in writing by all parties to the arbitration. The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, shall govern the interpretation, enforcement and proceedings pursuant to this Arbitration Agreement. The parties expressly agree that any and all actions taken under the Arbitration Agreement and related provisions, including but not limited to all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party,
 - **Survival.** This Arbitration Agreement provision will survive the termination of these Terms.
 - **Time Limitation on Claims.** The parties agree that they must initiate arbitration within one (1) year after any Dispute arose; otherwise, the Dispute is permanently barred.

14. Assignment. We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent.

15. Third-Party Beneficiaries. These Terms do not confer any rights, remedies, or benefits upon any person other than you and Company, except that our affiliates are third-party beneficiaries of these Terms.

16. Interpretation. These Terms, including our Privacy Policy, are the entire agreement between you and Company with respect to your access to and use of the Site. Company’s failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Company. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms

are for convenience only and do not affect the interpretation of these Terms. These Terms inure to the benefit of Company's successors and assigns.

- 17. Survival.** Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, or dispute resolution) will continue in effect beyond any termination of these Terms or of your access to or use of the Site.
- 18. Electronic Communications.** These Terms and any other documentation, agreements, notices, or communications between you and Company may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
- 19. Contact Us.** Please direct any questions and concerns regarding these Terms to us by email at info@pageperpage.com, by telephone at 480-821-0985, or by mail at 2535 W. Fairview St., Suite 104, Chandler, AZ 85224.