



Retrieve Technologies, Inc.
50 Commercial St., Suite 35S
Manchester, NH 03101
Telephone: 603.413.0022

RETRIEVE TECHNOLOGIES, INC.

ACCEPTABLE USE POLICY

Last Updated: April 20, 2018

This Acceptable Use Policy ("AUP") is provided by Retrieve Technologies, Inc. ("Retrieve", "us", "we", "our(s)") to give users of our Site (as defined below) ("User(s)", "you", "your(s)") a clear understanding of what we expect of them while using the Platform, including the Retrieve website(s), mobile application(s), Software and related content (collectively the "Site"). All Users who subscribe to the Site must comply with this AUP. This AUP governed by the terms and conditions of any License Agreement, EULA, [Terms of Service](#) or similar agreement that may be currently in effect between you and us.

YOUR ACCESS TO AND USE OF THE SITE IS SUBJECT TO YOUR REVIEW AND ACCEPTANCE OF THIS AUP. BY ACCESSING OR USING THE SITE, YOU AGREE TO AND ACCEPT THE TERMS AND CONDITIONS OF THIS AUP AND ALL OTHER APPLICABLE POLICIES AND/OR AGREEMENTS. YOU FURTHER AGREE THAT THIS ACCEPTANCE, GIVEN ELECTRONICALLY AND PASSIVELY, WILL HAVE THE SAME LEGAL EFFECT AS IF IT HAD BEEN PERSONALLY SIGNED BY YOU.

Capitalized terms not defined herein will have the meaning assigned to them in the Retrieve [Terms of Service](#), which is hereby incorporated by this reference.

We reserve the right to suspend use of and access to the Site and terminate any subscription for access to and use of the Retrieve Platform or portion thereof, under a License Agreement, EULA, [Terms of Service](#), or similar agreement that may be currently in effect between you and us, upon a violation of this AUP.

VIOLATIONS OF THIS AUP

The following, without limitation, constitute violations of this AUP:

Illegal use. Users may not use the Site for illegal purposes, in support of illegal activities or in violation of any applicable law or regulation; including without limitation any export, end-user, end-use, and destination restrictions issued by the U.S. and other governments.

Harm to minors. Users may not use the Site to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

Threats. Users may not use the Site to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

Harassment. Users may not use the Site to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

Fraudulent activity. Users may not use the Site to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as pyramid schemes, Ponzi-schemes, or chain letters.

Forgery or impersonation. Users may not use the Site to add, remove or modify identifying network header information in an effort to deceive or mislead. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

Unsolicited commercial e-mail / unsolicited bulk e-mail (SPAM). Users may not use the Site to transmit any unsolicited commercial or unsolicited bulk e-mail.

E-mail / news bombing. Malicious intent to impede another person's use of electronic mail Site or news will result in the immediate termination of the offending Site account.

E-mail / message forging. Users may not forge any message header, in part or whole, of any electronic transmission, originating or passing through the Site.

Usenet spamming. Users may not use the Site for the posting of messages or commercial advertisements, which violate the rules, regulations, or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

Unauthorized access. Users may not use the Site to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, our security measures or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data. Users will not attempt to obtain another user's account password. Sharing passwords and account access with unauthorized users is prohibited. It is Users' sole responsibility to keep any password(s) secure.

Copyright or trademark infringement. Users may not use the Site to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

Collection of personal data. Users may not use the Site to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

IRC. Use of IRC or IRC bots or clonebots is not allowed. An IRC bot is a program which runs and is connected to an IRC server twenty-four (24) hours a day, automatically performing certain actions

Network disruptions and unfriendly activity. Use of the Site for any activity which affects the ability of other people or systems or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user.

Distribution of viruses or other malicious code. Users may not use the Site to intentionally distribute software that attempts to and/or causes damage, harassment or annoyance to persons, data, and/or computer systems are prohibited.



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Third party accountability. Users will be held responsible and accountable for any activity by third parties, using its account that violates guidelines created within this AUP.

YOUR RESPONSIBILITIES AND REPRESENTATIONS

General. You promise that you are of legal age and possess the requisite authority to form a binding contract with Retrieve. You acknowledge and agree that you are responsible for taking prompt corrective action(s) to remedy any violation of the AUP and to help prevent similar future violations.

Security. You are responsible for ensuring and maintaining the security of your login credentials, systems, machines and devices used to connect to and use the Site, including implementation of any necessary patches and operating system updates.

INTELLECTUAL PROPERTY

The Site and all components, features and functionality thereof (including but not limited to all information, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by Retrieve, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. This Policy permits you to use the Site for your personal use only. No right, title or interest in or to the Site or any portion thereof is transferred to you, and all rights not expressly granted, are reserved by Retrieve.

You may not: (i) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or (ii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site; or (iii) access or use for any commercial purposes any part of the Site or any services or materials available through the Site. Retrieve's name, logo, and all related names, logos, product and service names, designs and slogans, are trademarks of Retrieve or its affiliates or licensors. You may not use such marks without the prior written permission of Retrieve. All other names, logos, product and service names, designs and slogans on the Site are the trademarks of their respective owners.

MONITORING; ENFORCEMENT

We have the right, but not the obligation, to monitor your use of the Site. We may remove any Materials that in our sole and absolute discretion violate this AUP. You may not use the Site to post, disseminate or otherwise publish Material, which we determine, at our sole discretion, to be unlawful, indecent, or objectionable. For purposes of this policy, "Material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, and logos), executable programs, video recordings, and audio recordings provided by you or other Users.

We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing, including disclosing your identity or other information about you to any third-party who in our opinion reasonably claims that your use of the Site infringes their rights, including their intellectual property rights or their right to privacy. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site and/or terminate or suspend your access to all or part of the Site.

We assume no liability for any action or inaction regarding any Material provided by any User or third-party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

INCIDENT REPORTING

General: Any complaints (other than claims of copyright or trademark infringement) regarding any violation of this AUP by a Customer should be directed to Retrieve's Chief Financial Officer at Retrieve's above address. Where possible, include details that would assist us in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

Copyright complaints: If you believe that your work has been copied and posted, stored or transmitted using the Site in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") in accordance with the process detailed below and directed to the designated agent listed below.

To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and



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- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, and our sole discretion, Customer accounts of those who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Site and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Our designated Copyright Agent for notice of claims of copyright or trademark infringement is:

Pierce Atwood LLP
Attn: Scott Pueschel
1 New Hampshire Ave – Suite 350
Portsmouth, NH 03801

SITE CONTENT

Retrieve makes no representations or warranties about the accuracy, completeness, or usefulness of any content contained on its website(s) and/or mobile application(s). such content is for general information purposes only. Any reliance on any such content is strictly at your own risk.

THIRD-PARTY CONTENT; SOCIAL MEDIA

The Site may contain links to other websites that are not operated by or related to Retrieve. Retrieve is not responsible for the content, accuracy or opinions expressed on such third-party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on the Site does not imply approval or endorsement of the linked website by Retrieve. A User that leaves the Site to access these third-party sites does so at its own risk.

The Site may contain certain social media features. You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions that we may provide with respect to such features.

PRIVACY

All information that we may collect on the Site is subject to our [Privacy Policy](#). By using the Site, you consent to the terms and conditions of our Privacy Policy.

CHANGES

We reserve the right to: (i) modify, suspend or discontinue, temporarily or permanently, the Site and related content or portion thereof, without notice; and/or (ii) modify and/or amend the terms of this AUP without prior notice to you. Any such modifications and/or amendments will take full force and effect once posted on the Site. Your continued use of any portion or all, of the Site and/or related content, following the posting of such amendments, means that you accept and agree to such amendments.

ENTIRE AGREEMENT

This AUP, together with the documents referred to herein, constitutes the sole and entire agreement between you and Retrieve with respect to the Site and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

CONTACT

The Site is operated by Retrieve Technologies, Inc., a Delaware corporation, located at 50 Commercial Street – Suite 35S – Manchester, NH 03101 USA. If you have any questions, please call us at 603.413.0022.