

TERMS AND CONDITIONS

LAST MODIFIED: august 6, 2021

ACCEPTANCE OF THE TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions"), are entered into by and between You ("You" or "Your") and UPKEEP LLC dba UpKeep("UPKEEP LLC," the "Company," "we," "our," or "us"). These Terms and Conditions, together with the Privacy Policy, found at www.upkeep.com/help incorporated herein by reference (the "Privacy Policy"), collectively, the "Terms of Use," govern your access to and use of our website, and, when available, our mobile, tablet, and other smart device applications, and application program interfaces (collectively the "Application") from anywhere in the world.

PLEASE CAREFULLY READ THE TERMS OF USE BEFORE YOU START TO USE OUR APPLICATION.

By using the Application, you accept and agree to be bound and abide by these Terms and Conditions and the [Privacy Policy](#). If You do not agree to be bound by these Terms and Conditions or the [Privacy Policy](#), You must not access or use the Application.

REQUIRED AGE

Our Application is available to registered users who are 18 years or older. You must be AT LEAST 18 YEARS OLD or at the age of majority in each and every jurisdiction in which You access or use our Application. By using this Application, you represent and warrant that you are of legal age to form a binding contract with us in Your jurisdiction. If you do not meet this age requirement, you must not access or use our Application.

CHANGES TO THE TERMS AND CONDITIONS

We may revise and update these Terms and Conditions from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Application thereafter. Your continued use of our Application following the posting of the revised Terms and Conditions means that you accept and agree to the changes. You are expected to review these Terms and Conditions periodically so you are aware of any changes, as they are binding on you.

ACCESSING AND USING THE APPLICATION

We reserve the right to withdraw or amend this Application, and any service or content we provide on the Application, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Application is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Application, or the entire Application, to registered users.

ACCOUNT REGISTRATION

To access and use the Application, you must register an account ("Your Account") and provide certain information. It is a condition of your use of the Application that all the information you provide is correct, current, and complete. Failure to do so shall constitute a breach of these Terms and Conditions and unauthorized access to our Application. Unauthorized access to the Application could result in immediate

termination of Your Account and subject You to civil and criminal liability. Unless You have prior written authorization from us, You may not register for additional accounts after any such termination.

Upon registering Your Account, You will choose a display name (to be displayed when using the Application) and password. You may not select or use a display name of another person, a name in violation of a third party's property rights, or a display name that we deem offensive or otherwise inappropriate. We own all display names and we license them to You. Additionally, You may not use Your display name in violation of these Terms and Conditions or in ways we deem inappropriate in our sole discretion. We reserve the right to delete any display name.

You hereby agree that all information you provide to register with this Application or otherwise, including, but not limited to, through the use of any interactive features on the Application, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information, consistent with our [Privacy Policy](#).

By registering an account and using our Application, You acknowledge and certify that:

You are at least 18 years old or at the age of majority in each and every jurisdiction in which You view our website or Application.

Your account is personal to you and you agree not to provide any other person, including any minor, with access to this Applications or portions of it using your user name, password, or other security information.

You are responsible for maintaining the confidentiality of and restricting access to Your Account and password. You agree to accept sole responsibility for all activities that occur under Your Account or password. You agree to notify our support team immediately of any breach of security or unauthorized use of Your Account or any violation of these Terms and Conditions by others of which You are aware.

Your use of the Application is in compliance with all applicable laws, rules, regulations, ordinances, or third-party rights.

You fully assume all risk of loss and harm arising out of your use of the Application, including but not limited to encountering any Content which may be considered explicit, offensive, indecent, or otherwise objectionable.

Since our website may contain links or ads to third-party websites or services, You acknowledge and agree that we have no control over, do not endorse, and are not responsible in any way for any actions taken by or damages sustained by You relating to such third-party websites or services.

ACCOUNT TERMINATION

We reserve the right to terminate Your Account at any time for any reason at our sole discretion. This includes but is not limited to the right to deny access to the Application if:

- (1) You have breached Your obligations under these Terms and Conditions or the [Privacy Policy](#);
- (2) You have violated any applicable laws, rules, regulations, ordinances, or third-party rights;
- (3) we believe in good faith that such action is reasonably necessary to protect the personal safety or property of the Company or any third parties. We also reserve the right to report to and cooperate with

law enforcement with respect to any illegal activity. Please see our [Privacy Policy](#) for further information on this subject.

You also may terminate Your Account at any time by sending an email request to support@upkeepfirm.com, providing Your displayed name, Your full name, and Your email address, associated with Your Account. You hereby agree that voluntary termination of Your Account is Your sole remedy with respect to any dissatisfaction with us, including but not limited to Your dissatisfaction with our Terms and Conditions, our [Privacy Policy](#), the services provided by third-party service provided that You booked through the Application and/or Website, or any Content available on our website.

USER CONTRIBUTIONS

The Application may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter "post") content and materials (collectively "User Contributions") on or through the Application.

All User Contributions must comply with the Content Standards set out in these Terms and Conditions.

Any User Contribution you post to the Application will be considered non-confidential and non-proprietary. By providing any User Contribution on the Application, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose, subject to Your Account settings.

You represent and warrant that:

You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

CONTENT STANDARDS

As used in these Terms and Conditions, the word "Content" shall mean any photographs, images, videos, graphics, banner ads, music, sounds, software, text, or any other type of materials, features, and functionality, as well as the design, selection, and arrangement thereof. You hereby acknowledge that our Application permits access to Content that is protected by copyrights, trademarks, and other intellectual property rights, including moral rights ("Proprietary Rights"), which Proprietary Rights are valid and protected in all media and technologies existing now or later developed.

In the event You upload, post, or share any Content of any type to or on our Application, You acknowledge and agree that You have the legal right to do so, and that any such Content is not being used by You in any way which violates any other entity's Proprietary Rights. By uploading, posting, or sharing to or on our website any Content, You grant us and our affiliates a non-exclusive, irrevocable, transferable, sublicensable, royalty-free, and worldwide license to host, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, and display the Content (in whole or in part) and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such Content. You also warrant that any holder of any Proprietary Rights in any such Content has completely, validly, and irrevocably granted to You the right to grant the license stated in this paragraph. You also permit any registered user to access, display, view, and store the Content for personal use. You agree that we may employ virus-checking technology to protect our website from viruses. You also acknowledge that:

(a) any and all Content on or related to our website is provided under license by us, our affiliates, You, or Independent Content Providers ("ICPs"); and

(b) at a minimum, we have Proprietary Rights in all such Content.

You hereby acknowledge and agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or software subject to restrictions under such laws to a national destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to our website any data or software that cannot be exported without prior written government authorization, including but not limited to certain types of encryption software. This assurance and commitment shall survive termination of this agreement.

You hereby acknowledge and agree that You must evaluate and bear the risk associated with any reliance on the accuracy, completeness, or usefulness of any Content contained on our website. We do not pre-screen Content as a matter of policy. However, we, our affiliates, and the ICPs shall have the right, but not the responsibility, to remove Content that is deemed harmful, offensive, or in violation of these Terms and Conditions. You acknowledge that we cannot, and do not intend to, screen communications in advance for accuracy or conformance to these Terms and Conditions or any laws. However, we may elect, at our sole discretion, to monitor some, all, or none of our public areas for adherence to these Terms and Conditions. Accordingly, You acknowledge neither we, our affiliates, nor any ICP shall assume or have any liability for any action or inaction with respect to Content or Content changes on or within our Application.

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not either directly or indirectly:

Depict or in any way promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Depict or in any way promote any illegal activity or advocate, promote, or assist any unlawful act including but not limited to acts of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion.

Exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

Harass, stalk, abuse, threaten, or otherwise cause distress, unwanted attention, or discomfort to another user of the Application or any other person or entity.

Upload, post, or share any unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, hateful, racist, or otherwise objectionable Content.

Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

Intentionally or unintentionally violate any applicable local, state, national, international, or foreign law, including but not limited to any rules or regulations having the force of law.

Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or displayed names associated with any of the foregoing), or communicate under a false name or a name that You are not entitled or authorized to use.

To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

Collect or harvest displayed names of other users without our prior written consent.

Upload, post, or share any communication or solicitation designed or intended to obtain a password of an account or private or financial information from any user.

Conduct commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising on the Application.

Give the impression that Content You upload, post, or share emanates from or is endorsed by us or any other person or entity, if this is not the case.

Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Application, or which, as determined by us, may harm the Company or users of the Application, or expose them to liability.

Additionally, you agree not to:

Use the Application in any manner that could disable, overburden, damage the Application or interfere with any other party's use of the Application, including their ability to engage in real time activities through the Application.

Use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in these Terms and Conditions, without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Application.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Application, or any server, computer, or database connected to the Application.

Otherwise attempt to interfere with the proper working of the Application.

PROMOTIONAL EMAILS

We may send promotional or marketing emails to You if you have registered an Account with us. If You receive any such email, You will be given the opportunity to unsubscribe from future emails by following the instructions in the email. If You otherwise have any issues concerning any email You receive from us, please contact us at support@upkeepfirm.com.

Some of our trusted partners may email a registered user to present special offers. However, we do not allow spam or illegal or misleading emails relating to our site. Please contact us at support@upkeepfirm.com if You receive any such spam or misleading emails in any way related to our site. If we become aware of any such email, we may take at our sole discretion any appropriate disciplinary or corrective action, including but not limited to termination of services and expulsion from our site.

MOBILE PHONE NUMBERS

If You have provided us Your mobile phone number, You authorize Your wireless operator to use Your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber status details, if available, solely to allow verification of Your identity and to compare information You have provided to us with Your wireless operator account profile information for the duration of the business relationship. See our [Privacy Policy](#) for how we treat Your data. This information may also be shared with other companies to support Your transactions with us and for identity verification and fraud avoidance purposes.

DISCLAIMERS

YOU AGREE YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. WE PROVIDE THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR PERSONAL USE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, RELATED COMPANIES, AGENTS, AND OTHER REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE OF THE SERVICE (INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, AND OTHERS). OUR SERVICE IS PROVIDED ON A COMMERCIALY REASONABLE BASIS. WE DO NOT GUARANTEE THAT A USER WILL BE ABLE TO ACCESS THE SERVICE AT A TIME OR LOCATION OF USER'S CHOOSING.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF OUR APPLICATION'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO OUR APPLICATION. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE; (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR

SERVICE BY ANY THIRD PARTY; AND/OR (6) ANY ERRORS OR OMISSIONS BY US OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED BY MEMBER OR ANY THIRD-PARTY AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR APPEARING ON OUR WEBSITE IN ANY ADVERTISING OR OTHERWISE. WE WILL NOT BE A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY LIABILITY TO YOU OF ANY TYPE WHATSOEVER. IN NO EVENT WILL WE OR OUR OFFICERS, MANAGERS, OWNERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, RELATED COMPANIES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) RESULTING FROM:

(1) ANY ERRORS, MISTAKES, OR ACTIONS BY US IN ANY WAY RELATED TO YOUR USE OF THE SERVICE OR OUR WEBSITE;

(2) ANY PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR USE OF THE SERVICE OR ACCESS TO THE SERVICE;

(3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVICE, SERVERS, AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON OUR SERVERS;

(4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE;

(5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; AND/OR

(6) ANY ERRORS OR OMISSIONS OF ANY KIND WHATSOEVER OF ANY TYPE IN ANY WAY RELATED TO THE SERVICE INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE RELATED IN ANY WAY TO THE SERVICE.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THE EVENT YOU CLAIM THERE WAS ANY PROBLEM WITH YOUR USE OF THE SERVICE, YOU AGREE THAT YOUR SOLE REMEDY SHALL BE TO SEEK REIMBURSEMENT FOR ANY FUNDS PAID FOR THE SERVICE, AND WE SHALL HAVE SOLE DISCRETION TO DETERMINE IF ANY PORTION OF YOUR FUNDS SHOULD BE REIMBURSED TO YOU.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE IN ANY WAY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. BOTH PARTIES EXPRESSLY AGREE TO WAIVE THEIR RIGHTS TO ANY LONGER STATUTE OF LIMITATIONS.

INDEMNIFICATION

You agree to indemnify, hold harmless, and defend us and our officers, managers, owners, shareholders, directors, employees, parent company, related companies, agents, and other representatives from and against any and all lawsuits, claims, liabilities, damages, debts, obligations, judgments, awards, losses, costs, expenses, or fees (including but not limited to attorney's fees) in any way related to or arising from:

- (1) Your use of and access to the Application or use of Your Account by any other person;
- (2) Your violation of any term of these Terms and Conditions or the [Privacy Policy](#);
- (3) Your violation of any third-party right, including but not limited to any Proprietary Rights;
- (4) any claim that Your Content caused damage to a third party; or
- (5) any action by You which is negligent, tortious, or otherwise wrongful.

We reserve the right, at Your expense, to assume the exclusive defense and control of any matter subject to indemnification by You hereunder. This defense and indemnification obligation will survive these Terms and Conditions and Your use of the Application.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions and the [Privacy Policy](#) shall be governed by and construed exclusively in accordance with the internal laws of the State of Nevada, United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction). However, Your conduct may be subject to other local, state, and national laws. Any legal action or proceeding with respect to these Terms and Conditions or any issues related thereto shall be brought in and venue shall lie in the Eighth Judicial District Court for the State of Nevada or the United States District Court for the District of Nevada, which courts shall have exclusive jurisdiction concerning any such legal action or proceeding. You hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent, such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

TRANSFER AND ASSIGNMENT OF RIGHTS AND LIABILITIES

The rights and liabilities under these Terms and Conditions may not be transferred or assigned by You, although our rights and liabilities under these Terms and Conditions may be transferred or assigned by us at our sole discretion.

ENTIRE AGREEMENT

These Terms and Conditions and our [Privacy Policy](#) constitute the sole and entire agreement between You and UPKEEP LLC regarding the Application and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Application.

YOUR COMMENTS AND CONCERNS

This website is operated by UPKEEP LLC, a Nevada limited liability Company, 9507 Soloshine St, Las Vegas, Nevada, 89123.

All notices, feedback, comments, requests for technical support, and other communications relating to the Application should be directed to support@upkeepfirm.com.