

# Futriciti Terms of Service ("Terms")

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Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the Futriciti Mobile App platform and the Futriciti website platform (the "Services") operated by Futriciti ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.**

These Terms of Service ("**Terms**") will govern your access to and use of Futriciti, including any Futriciti mobile applications and website (the "**Services**"), and any videos, information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (the "**Content**"). Your access use of and access to the Services is conditional on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

## 1. Basic Terms

Use of the Services is your responsibility.

By accepting these terms, you are confirming that you are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Futriciti provides are constantly changing, and the form and nature of the Services that Futriciti provides may change periodically without notice to you. In addition, Futriciti may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Futriciti on the Services are subject to change. As consideration for Futriciti granting you access to and use of the Services, you agree that Futriciti and third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

## 2. Privacy

Any information that you provide to Futriciti is subject to our Privacy Policy. The Privacy Policy directs our collection and use of your information. You understand that through your use of the Services you consent to the use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Futriciti. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. Push notifications shall automatically be sent to your device; however, you may opt out of receiving these.

## 3. Your License to Use the Services

Futriciti gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Futriciti as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Futriciti, in the manner permitted by these Terms.

## 4. General Website Terms and Conditions

The products and services offered by vendors identified on the Website are provided by the respective vendors and not by us. We make no representations or warranties regarding, and you agree that we bear no responsibilities or obligations with respect to, any products or services that you request or obtain from vendors identified on the Website, including without limitation the availability or quality of the products or services, or the information displayed on the Website regarding the vendor's, products or services. Each vendor has separate terms and conditions governing the products and services that it provides, and you may be required to agree to such terms and conditions to receive any products and services from the vendors. For your convenience, the Website links to a website of each vendor. We do not have any control over, or responsibility for, the content or operation of such websites. Each such website may collect information about you and your usage of the website. The use of such websites is at your own risk.

While we endeavor to display current and accurate information, we make no representations or warranties regarding the information set forth in the Website and, without limiting the foregoing, are not responsible for any information being out of date or inaccurate, or for any typographical errors.

You represent and warrant that (a) you are age 18 or older, (b) the information you submit through the Website is accurate and complete to the best of your knowledge, and (c) with respect to each email address of a family member or friend that you provide for the sending of a moving notification, that you are authorized to provide the email address for such purpose and that the transmission of the moving notification to the email address will not violate any directive or preference of the recipient, or any right of the recipient under law. You acknowledge that you bear all risk and responsibility for errors or delays that result from inaccurate or incomplete information provided by you.

In connection with any moving notification or other information that you provide, you shall not include anything that (a) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic or harmful, or (b) violates or infringes upon the copyright, trademark rights, intellectual

property rights, privacy rights or other rights of any party. We reserve the right in our discretion to edit or delete any portion of a moving notification that we deem inappropriate, or not transmit a moving notification that contains anything that we deem inappropriate. We are not obligated to edit or delete any portion of a moving notification, or to decide not to transmit any moving notification, and we are not liable for editing or deleting any portion of any moving notification or declining to transmit any moving notification.

You shall not and shall not attempt to (a) post or transmit to the Website any virus, worm, Trojan horse, time bomb, or other computer programming routine, feature or operation that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, (b) use any device software, routine, feature or operation to interfere with the proper operation of the Website or any activity being conducted on or by the Website, (c) gain access to, copy, alter or modify any data transmitted to the Website by another user, (d) copy, alter, modify, create derivative works based upon, decipher, decompile, disassemble, or reverse-engineer any of the software comprising or making up the Website, or (e) frame or link to the Website.

We make no representations or warranties regarding the availability of the Website at any given time, whether the use of the Website will be uninterrupted, or the continued operation of the Website. We, with or without notice, may suspend the operation of the Website for periods of time, terminate the operation of the Website at any time, and suspend or terminate your ability to access and use the Website at any time. We, with or without notice, may revise the features and functionality of the Website, and the instructions and guidelines regarding the access to and use of the Website, at any time. We, with or without notice, may at any time revise the hardware, software and communication lines necessary to access and use the Website, and the IP number(s) or address(es) used for the Website. While we take reasonable steps to prevent the introduction of viruses, worms, Trojan horses, time bombs or other computer programming routines, features or operations to the Website that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, we do not guarantee or warrant that the Website or materials transmitted from the Website do not contain such computer programming routines, features or operations.

You shall indemnify and hold us harmless from any damage, loss, expense, including without limitation attorneys' fees and all costs of investigation, settlement and appeal, arising out of, resulting from or relating to any failure by you to comply with the Terms of Use, or any misrepresentation made by you in these Terms of Use.

We are not responsible for any technical failures or problems that are beyond our control, or any results of any such failures or problems.

USE OF THE WEBSITE IS PROVIDED "AS IS WHERE IS," AS AN ACCOMMODATION, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, PUNITIVE, INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES WITH REGARD TO THE USE OF THE WEBSITE, FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE OPERATION OF THE WEBSITE, OR SUSPENSION OR TERMINATION OF THE OPERATION OF THE WEBSITE OR THE ABILITY OF YOU TO ACCESS AND USE THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES. YOU EXPRESSLY AGREE THAT YOU ACCESS AND USE THE WEBSITE AT YOUR SOLE RISK. BECAUSE SOME STATES

OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ONE OR MORE OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

Any claims or disputes relating to the Website shall be resolved exclusively by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association (AAA) and the arbitration shall occur in the State of Texas, County of Rockwall, unless we expressly consent in writing to a different location. The arbitration shall be conducted by one arbitrator who is selected pursuant to the rules of the AAA. The award of the arbitrator shall be final and judgment upon the award may be entered in a court of competent jurisdiction in the State of Texas, County of Rockwall, unless we expressly consent to a court in a different jurisdiction. No arbitration shall be consolidated or combined with any other arbitration, or proceed on a representative basis or capacity for other parties, except with our express written consent. THESE TERMS AND CONDITIONS PROVIDE THAT ALL CLAIMS OR DISPUTES REGARDING THE WEBSITE SHALL BE RESOLVED BY BINDING ARBITRATION, WHICH MAY NOT BE CONSOLIDATED OR COMBINED WITH ANY OTHER ARBITRATION, OR PROCEED ON A REPRESENTATIVE BASIS OR CAPACITY FOR OTHER PARTIES, WITHOUT OUR EXPRESS WRITTEN CONSENT. THEREFORE, YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO BRING OR PARTICIPATE IN CLASS ACTIONS BROUGHT IN COURT, AND TO ARBITRATE OR PARTICIPATE IN ARBITRATION ON A CLASS BASIS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, AND NOT BY A JUDGE OR JURY. Any disputes regarding the arbitration provisions shall be resolved by the arbitrator. In the event that any issues not addressed by this arbitration provision will be entertained by a court, the court must be a court of competent jurisdiction in the State of Texas, County of Rockwall. Each party will bear their own costs in connection with the arbitration.

These Terms and Conditions are governed by federal law and the laws of the State of Texas, without reference to choice of law principles.

The Futriciti name and logo are trademarks or service marks of Futriciti, LLC, a Texas Limited Liability Company. The names and logos of the vendors that appear on the Website are trademarks or service marks of the respective vendors. The unauthorized use of the names, logos, trademarks and service marks appearing on this site is strictly prohibited.

## 5. The Services Use Remarketing

The Services use remarketing to advertise on third party websites (including Google) to previous visitors that have accessed our site. It could mean that we advertise to previous visitors who haven't completed a task on our site, for example using the contact form to make an inquiry. This could be in the form of an advertisement on the Google search results page or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone's past visits to this website. Of course, any data collected will be used in accordance with our own privacy policy and Google's privacy policy.

You can set preferences for how Google advertises to you using the [Google Ad Preferences page](#), and if you want to you can [opt out of interest-based advertising entirely by cookie settings](#) or [permanently using a browser plugin](#).

## 6. Futriciti Rights

All right, title, and interest in and to the Services are and will remain the exclusive property of Futriciti and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Futriciti reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding Futriciti, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## 7. Restrictions on Use of the Services

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services. The Futriciti rules (which are listed below) further detail what is prohibited on the Services.

1. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service, including but not limited to, copyright laws.
2. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Futriciti.
3. You must not access Futriciti's private API by means other than those permitted by Futriciti.
4. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Futriciti page is rendered or displayed in a user's browser or device.
5. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Futriciti, we can stop providing all or part of the Service to you.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Futriciti, its users and the public. Futriciti does not disclose personally identifying information to third parties except in accordance with our [Privacy Policy](#).

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Futriciti's computer systems, or the technical delivery systems of Futriciti's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to

access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Futriciti (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Futriciti.

## 8. Futriciti Copyright

Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is: Ellis Eifert, Eifert Law Firm, PLLC

*Copyright Agent - Futriciti*  
316 S Washington St  
Moscow, ID 83843  
Email: [info@Futriciti.com](mailto:info@Futriciti.com)

## 9. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of Futriciti and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "**Futriciti Entities**"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

### A. The Services are Available "AS-IS"

Your access to and use of the Services is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, FUTRICITI ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Futriciti Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (ii) any harm to your computer system (or phone), loss of data, or other harm that results from your access to or use of the Services; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Futriciti Entities or through the Services, will create any warranty not expressly made herein.

### B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or

resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Futriciti Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FUTRICITI ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE FUTRICITI ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID FUTRICITI, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE FUTRICITI ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 10. General Terms

### A. Waiver and Severability

The failure of Futriciti to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

### B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Texas without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Rockwall County, Texas, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses

above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Idaho (excluding choice of law).

## C. Entire Agreement

These Terms and our [Privacy Policy](#) are the entire and exclusive agreement between Futriciti and you regarding the Services (excluding any services for which you have a separate agreement with Futriciti that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Futriciti and you regarding the Services.

We may revise these Terms from time to time, the most current version will always be at [Terms of Use](#).

These Services are operated and provided by Futriciti LLC, if you have any questions about these Terms, please [contact us](#).