

CommunityCircuit Terms of Service

These Terms of Service (“Terms”) govern your access to and use of the CommunityCircuit.com/ website (the “Website”) and the CommunityCircuit mobile applications, platform, portals and Services (collectively, the “Services”). You agree that by visiting the Services or by registering or using the Services, you are entering a legally binding agreement with CommunityCircuit LLC, located at 635 W. 7th St., Ste. 202, Cincinnati, Ohio 45203 (“CommunityCircuit”) based on the Terms and the Privacy Policy, which is hereby incorporated by reference (collectively referred to as the “Agreement”). Your access to and use of the Services are conditioned on your acceptance of and compliance with the Agreement. By accessing or using the Services you agree to be bound by the Agreement.

1. CommunityCircuit as a Platform Provider

CommunityCircuit provides a platform that allows its users to manage and push out content to various social media platforms (“Post”). You are solely responsible for deciding when, where and what content to Post. CommunityCircuit will not be responsible for any content you intentionally or unintentionally Post. CommunityCircuit is not responsible for any third-party content or other content that is provided for you to Post. CommunityCircuit will not be liable for any damages or losses that occur as a result of your use of the Services. Any third-party to whom you provide or otherwise make available information via the Services, will be permitted to use the information to the same extent as if you provided the information directly to that third party. You expressly agree not to name CommunityCircuit as a party in any dispute you have related to any content that you push out via the Services.

2. Basic Terms

You are responsible for your use of the Services and for any consequences thereof. You may use the Services only if you can form a binding contract with CommunityCircuit and are not a person barred from accessing the Services under the laws of the United States or other applicable jurisdiction. If you are using the Services on behalf of a business or organization, you are expressly representing that you have the full right and authority to use the Services and to take any actions on or related to the Services. If you are under 13 years of age you may not use or access the Services for any reason. If you are between 13 and 18 years of age, you may only use the Services under the direct guidance and supervision of a parent or guardian whom has accepted the Agreement on your behalf. 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 are always evolving and the form and nature of the Services may change from time to time without prior notice to you. In addition, CommunityCircuit

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, which may be targeted to the content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for CommunityCircuit granting you access to and use of the Services, you agree that CommunityCircuit, 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.

3. Privacy

Any information that you provide to CommunityCircuit is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and 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 CommunityCircuit. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your CommunityCircuit account, which you may not be able to opt-out from receiving.

If you send or authorize CommunityCircuit to send an invitation to a third-party to join the Services, you are expressly representing that the third-party has requested to join the Services and communication extending the invitation was sent in accordance with applicable law.

4. Passwords

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and with other accounts that you may connect to your CommunityCircuit account. CommunityCircuit cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You agree to notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Every user of the Services is required to have their own access account—account sharing is strictly prohibited. You are expressly prohibited from allowing any third-party access to the Services via your account.

You may not use as a username the name of another person or entity or a name or trademark that is subject to any rights of another person without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

5. Content on the Services

Please be aware that CommunityCircuit does not verify the accuracy any information available on or through the Services. Any use or reliance on any information you obtained through the Services is at your own risk. You understand that by using the Services, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will CommunityCircuit be liable in any way for any content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

By uploading any content to or via the Services, you represent and warrant that (i) you own and control all of the rights to the content or you otherwise have all necessary rights to upload or use such content; (ii) the content is accurate and not misleading or harmful in any manner; and (iii) the content, and your use and posting thereof, does not and will not violate these Terms or any applicable law, rule, or regulation.

6. CommunityCircuit Rights

All right, title, and interest in and to the Services and any content available on the Services are and will remain the exclusive property of CommunityCircuit and its licensors. The Services and its content are protected by copyright, trademark, and other laws of both the United States and foreign countries. CommunityCircuit reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding CommunityCircuit, or the Services are 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 suspend and or terminate Users or reclaim usernames without liability to you.

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, CommunityCircuit's computer systems, or the technical delivery systems of CommunityCircuit 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 CommunityCircuit (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with

CommunityCircuit (NOTE: scraping the Services without the prior consent of CommunityCircuit is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

8. Ending These Terms

The Terms will continue to apply until terminated by either you or CommunityCircuit as follows.

You may end your legal agreement with CommunityCircuit at any time for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please contact us at [\[insert\]](#). Please note that deactivating your account may not relieve you of any payment obligations you have pursuant to a subscription or other agreement with CommunityCircuit.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except those Sections you would expect to survive termination.

Nothing in this section shall affect CommunityCircuit's rights to change, limit or stop the provision of the Services without prior notice, as provided above.

9. Disclaimers, Limitations of Liability and Indemnity

Please read this section carefully since it limits the liability of CommunityCircuit and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "CommunityCircuit 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 are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, THE COMMUNITYCIRCUIT ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The CommunityCircuit Entities make no warranty and disclaim all responsibility and liability for: (i) any actions any CommunityCircuit user; (ii) any injury, harm, property damage, illness or other loss that occurs as a result of uploading, transmitting or otherwise displaying, pushing out or Posting any information or content on or through the Services; (iii) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content or information on the Services; (iv) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any content; (v) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; (vi) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis; (vii) any advice or information you receive through the Services; and (viii) any injuries or harm you or a third party incurs as a result of information or advice received through the Services. No advice or information, whether oral or written, obtained from the CommunityCircuit Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party services or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such services or resources; or (ii) the content, products, or services on or available from such services or resources. Links to such services or resources do not imply any endorsement by the CommunityCircuit Entities of such services or resources or the content, products, or services available from such services or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such services or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMMUNITYCIRCUIT 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 CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM

THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

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

D. Indemnification

To the extent not prohibited by law, you expressly agree to indemnify and hold harmless the CommunityCircuit Entities from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees and costs, related to all third party claims, charges and investigations related to (1) your failure to comply with the Terms; (2) any content you use or post on social media or another platform related to your use of the Services; (3) any claim that an invitation sent to a third-party by you or by CommunityCircuit at your request is spam, unsolicited commercial email or otherwise violates applicable law; and (4) any activity in which you engage on or through the Services.

10. GENERAL TERMS. Waiver and Severability

The failure of CommunityCircuit 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.

A. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the state of Ohio 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 Hamilton, Ohio, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. You agree that you may only bring claims against CommunityCircuit related to your use of the Services on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

B. Entire Agreement

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

We may revise these Terms from time to time, the most current version will always be at [insert]. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 8 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us.

Effective: [insert].