

## Ameelio Website Terms of Use

*Last Updated: 09.14.2021*

Welcome, and thank you for your interest in Ameelio Inc. (“**Ameelio**,” “**we**,” or “**us**”) and our website at <https://ameelio.org/>, including subdomains of that website (collectively, the “**Site**”). These Terms of Use are a legally binding contract between you and Ameelio regarding your use of the Site.

### PLEASE READ THE FOLLOWING TERMS CAREFULLY:

**BY ACCESSING OR USING THE SITE**, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING AMEELIO’S [PRIVACY POLICY](#) AND [COPYRIGHT POLICY](#) (DEFINED BELOW) (TOGETHER, THESE “**TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SITE. YOUR USE OF THE SITE, AND AMEELIO’S PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY AMEELIO AND BY YOU TO BE BOUND BY THESE TERMS.

1. **Overview.** The Site provides information about Ameelio, and our products and services.
2. **Eligibility.** In order to use the Site, you must either be 18 years of age or have your parent or guardian’s consent to your use of the Site. If you are under the age of 18, your parent or guardian must supervise your use of the Site. If you are under the age of 13, you may not use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you meet the eligibility requirements described above; (b) you have not previously been suspended or removed from the Site or any other service provided by Ameelio; and (c) your use of the Site is in compliance with any and all applicable laws and regulations.
3. **Licenses**
  - 3.1. **Limited License.** Subject to your complete and ongoing compliance with these Terms, Ameelio grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site.
  - 3.2. **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: reproduce, distribute, publicly display, or publicly perform the Site; make modifications to the Site; or interfere with or circumvent any feature of the Site, including, but not limited to, any security or access control mechanism. If you are prohibited under applicable law from using the Site, then you may not use it.
  - 3.3. **Information You Submit.** Do not submit any information or other materials that you consider confidential or proprietary through the Site. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Site (“**Feedback**”), then you do so on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence) and you hereby grant Ameelio an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free transferable, sublicensable right to exploit the Feedback in any manner and for any purpose, including to improve the Site and create other products and services.

4. **Ownership; Proprietary Rights.** The Site is owned and operated by Ameelio. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Site provided by Ameelio (“**Materials**”) are protected by intellectual property and other laws. All Materials included in the Site are the property of Ameelio or its third-party licensors. Except as expressly authorized by Ameelio, you may not make use of the Materials. Ameelio reserves all rights to the Materials not granted expressly in these Terms.
5. **Digital Millennium Copyright Act.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). Please review our copyright policy available at <http://www.ameelio.org/static/Documents/Ameelio-Copyright-Policy.pdf> (the “**Copyright Policy**”). The Copyright Policy is incorporated by this reference into, and made a part of, these Terms.
6. **Linked Websites.** The Site may contain links to third party websites. Linked websites are not under Ameelio’s control, and Ameelio is not responsible for their content.
7. **Prohibited Conduct.** BY USING THE SITE, YOU AGREE NOT TO:
  - (a) use the Site for any illegal purpose or in violation of any local, state, national, or international law;
  - (b) harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Site;
  - (c) violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
  - (d) access, search, or otherwise use any portion of the Site through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Ameelio;
  - (e) interfere with security-related features of the Site, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Site except to the extent that the activity is expressly permitted by applicable law;
  - (f) interfere with the operation of the Site or any user’s enjoyment of the Site, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Site; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Site;
  - (g) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identify, accessing any other Site account without permission, or falsifying your age or date of birth;
  - (h) sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 4) or any right or ability to view, access, or use any Materials; or

(i) attempt to do any of the acts described in this Section 5 or assist or permit any person in engaging in any of the acts described in this Section 5.

8. **Modification of Terms.** We may reserve the right to change these Terms from time-to-time. Please check these Terms periodically for changes. Except as expressly permitted in this Section 8, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
9. **Modification of the Site.** Ameelio reserves the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. Ameelio will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.

#### 10. Term, Termination, and Modification of the Site

10.1. **Term.** These Terms are effective beginning when you accept the Terms or first access or use the Site, and ending when terminated as described in Section 10.2.

10.2. **Termination.** If you violate any provision of these Terms, then your authorization to access the Site and these Terms automatically terminate. In addition, Ameelio may, at its sole discretion, terminate these Terms, or suspend or terminate your access to the Site, at any time for any reason or no reason, with or without notice.

10.3. **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Site; (b) you will no longer be authorized to access your account or the Site; and (c) Sections 3.3, 4, 5, 10, 11, 12, 13, and 14 will survive.

11. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify Ameelio, its affiliates, subsidiaries, and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Ameelio Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Site; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

#### 12. Disclaimers; No Warranties

12.1. THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. AMEELIO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR

TRADE. AMEELIO DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND AMEELIO DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

- 12.2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR AMEELIO ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE AMEELIO ENTITIES OR THE SITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SITE OR YOUR USE OF THE SITE. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE) OR ANY LOSS OF DATA.
- 12.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 12 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Ameelio does not disclaim any warranty or other right that Ameelio is prohibited from disclaiming under applicable law.

### 13. Limitation of Liability

- 13.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AMEELIO ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY MATERIALS OR CONTENT ON THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY AMEELIO ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- 13.2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE AMEELIO ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SITE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO US\$100.
- 13.3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### 14. Miscellaneous

- 14.1. **General Terms.** These Terms, together with the [Privacy Policy](#), the [Copyright Policy](#) and any Additional Terms (defined below) are the entire and exclusive understanding and agreement between you and Ameelio regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require

performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- 14.2. **Governing Law.** These Terms are governed by the laws of the State of [Delaware] without regard to conflict of law principles. You and Ameelio submit to the personal and exclusive jurisdiction of the state courts and federal courts located within [Wilmington], [Delaware] for resolution of any lawsuit or court proceeding permitted under these Terms.
- 14.3. **Privacy Policy.** Please read the Ameelio Privacy Policy available at <http://www.ameelio.org/static/Documents/Ameelio-Privacy-Policy.pdf> (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 14.4. **Additional Terms.** Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site or that you agree in connection with certain technology or services made available to you by or on behalf of Ameelio (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 14.5. **Consent to Electronic Communications.** By using the Site, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 14.6. **Contact Information.** The Site is offered by Ameelio, Inc., located at 440 Prospect Street Apt 7, New Haven, CT 06511. You may contact us by sending correspondence to that address or by emailing us at [SUPPORT EMAIL ADDRESS].
- 14.7. **Notice to California Residents.** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.
- 14.8. **No Support.** We are under no obligation to provide support for the Site. In instances where we may offer support, the support will be subject to published policies.
- 14.9. **International Use.** The Site is intended for visitors located within the United States. We make no representation that the Site is appropriate or available for use outside of the United States. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited.