

# AEDA Terms of Use

Last Updated: June 12, 2019

PLEASE READ THESE TERMS OF USE ("**Agreement**") CAREFULLY. **By accessing and using this website (the "Site"), you agree to be bound by the terms and conditions of this Agreement.** This Agreement is binding between you (sometimes referred to as "**you**" or "**your**") and AEDA LLC and its subsidiaries and affiliates (collectively referred to as "**AEDA**", "**us**", "**our**", or "**we**").

This Agreement has been prepared as a legally binding license agreement that conditions your use of this Site. This Agreement applies to your use of any blog, page, section, or feature of the Site that links to this Agreement. Please note that different or additional terms may apply to some services, applications, products, software or features offered on this Site. For example, if you download any product, application or software from this Site, iTunes, Google Play Store, or any other marketplace, we will ask you to agree to the [AEDA Customer Software Services Agreement](#).

**IMPORTANT:** THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. Please carefully review Section 16 of this Agreement for more information.

**DO NOT ACCESS THE WEBSITE IF YOU DO NOT AGREE TO THESE TERMS OF USE.**

## 1. THE PURPOSE OF THIS SITE

We offer this Site to you as an informational tool only. The design and function of the Site, any AEDA website, and the contents of both, such as text, blog posts, graphics, images, audio and video files, user help files, user interface, layout and presentation, analytic and demographic data relating to your use of the Site, and other material contained in the Site ("**AEDA Content**") are for informational purposes only.

## 2. REVISIONS TO THIS AGREEMENT

We may revise and update this Agreement from time to time without prior notice to you and will post the updated Agreement to the Site. ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. Any changes to this Agreement will not apply retroactively to events that occurred prior to such changes.

## 3. YOUR LICENSE TO ACCESS THE SITE AND CONTENT

All AEDA Content created and posted by AEDA on our Site, as well as the trademarks, service marks, and logos contained on our Site are owned by or licensed to AEDA and are subject to copyright, trademark, and other intellectual property rights under the United States and foreign laws and international conventions. AEDA reserves all rights not expressly granted in, and to, the Site and the Content on the Site.

Except as otherwise provided in this Agreement, no part of the Site and no Content may be copied, reproduced, uploaded, posted, publicly displayed, transmitted, or distributed in any way to any other computer, server, website, or other medium for publication or distribution or for any commercial use, without AEDA's prior express written consent.

On the condition that you comply with all your obligations under this Agreement, AEDA grants you a limited, revocable, non-exclusive, non-transferable license to access the Site. Any use of the Site in excess of this license is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use this Site. Your access to this Site is provided on a temporary basis with no guarantee for future availability. We reserve the right to withdraw or modify any content or services we provide on the Site without notice.

#### **4. YOUR RESPONSIBILITIES**

You agree that when using the Site, you will not:

1. Delete, modify, hack, or attempt to change or alter any of the AEDA Content or notices on the Site;
2. Use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Site, servers, or networks connected to the Site or take any other action that interferes with any other person's use of Site;
3. Use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on the Services for any reason;
4. Copy, modify, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Site is based;
5. Introduce into the Site any virus, rogue program, Trojan horse, worm or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm the Site or AEDA Content, or perform any such actions;
6. Introduce into the Site any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person;
7. Use any AEDA Content made available through the Site in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party;
8. Access or attempt to access any other person's information or content;
9. Send any chain letters, junk mail, unauthorized e-mail, or advertisements;
10. Encourage any illegal activities, or post anything that is obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity;
11. Decrypt, transfer, frame, display, or translate any part of the Site;
12. Connect to or access any AEDA computer system or network without authorization; or
13. Use the information in the Site to create or sell a similar service or similar information.

## 5. YOUR CONTENT

Any information, comments, postings, text, images, messages, files, and/or other materials you post, transmit through, or link from the Site (collectively, “**Your Content**”) are your sole responsibility. YOU AGREE THAT YOU WILL EVALUATE AND BEAR ALL RISK RELATED TO THE USE OR ANY ACTIVITIES ASSOCIATED WITH ANY OF YOUR CONTENT. THE RESULTS OF ANY ACTIONS YOU TAKE BASED ON YOUR CONTENT OR OTHER CONTENT YOU FIND ON THE SITE ARE SOLELY YOUR RESPONSIBILITY. Under no circumstances will we be liable in any way for Your Content or for any loss or damage of any kind incurred as a result of the use of any of Your Content made available on the Site.

We do not pre-screen or approve Your Content and we have no obligation to monitor Your Content. However, we reserve the right to review, modify, monitor, distribute, remove, or delete any of Your Content at our sole discretion. We reserve the right at all times and in our sole discretion to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process, or governmental request or to edit, refuse to post, or to remove any information or materials, in whole or in part.

Without limiting the generality of the foregoing, the following is prohibited in any of Your Content:

1. You may not post any content that is obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity.
2. You may not upload, post, or transmit any message, data, code, or software that would violate our, or any third party, proprietary or intellectual property rights, including unauthorized copyright text, images, programs, trade secrets, or other confidential proprietary information, or use trademarks or service marks in an infringing fashion.
3. You may not post, upload, or transmit photos or video of any third party without express, written permission. By uploading, transmitting, or posting any photo or video on or through Services, you represent and warrant that you have express, written permission from all persons appearing in the media for all potential uses by Services or AEDA of such media.
4. You may not upload, post, or transmit any advertisements or solicitations of business, chain letters, pyramid schemes, or bulk e-mail lists or upload, post, or transmit the same posting more than once.
5. You may not collect personal or otherwise identifying data about other users for any reason whatsoever.
6. You may not upload, post, or transmit any commercial advertisements or solicitations for conduct or services that would in any manner constitute threatening, harassing, harmful, or abusive behavior.
7. You may not upload, post, or transmit any materials that are fraudulent or involve the sale of counterfeit or stolen items.
8. You may not upload, post, or transmit any materials that could cause us to violate any applicable law, statute, ordinance, or regulation.

By uploading, transmitting, or posting Your Content, you grant to us a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, edit, publish, post, transmit, and distribute Your Content in its entirety or in part. **YOU AGREE TO INDEMNIFY AEDA, ITS AFFILIATES AND BUSINESS PARTNERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, FEES, LIABILITIES, AND LOSSES, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY SUCH MATERIALS OR ANY FAILURE TO COMPLY WITH THIS SECTION.**

## **6. ACCESS THROUGH MOBILE DEVICES**

Your contract with your mobile network provider ("**Mobile Provider**") will continue to apply when accessing or using the Site on your mobile, handheld device ("**Mobile Device**"). You understand that your Mobile Provider may charge you fees for your use of its network connection services while accessing or using Services, for data downloading, e-mail, text messages, for roaming, and other Mobile Provider or third-party charges. **YOU ACCEPT RESPONSIBILITY FOR ALL MOBILE PROVIDER FEES.**

## **7. THIRD PARTY WEBSITES AND ADVERTISING**

The Site may include or provide links to other websites on the Internet that we do not control. These other websites may provide opinions, recommendations, or other information from various individuals, organizations, or companies. The Site also may contain advertisements by third parties and these advertisements may contain links to other websites. We are not responsible for the nature, quality, or accuracy of the content or opinions expressed on such websites and we do not investigate, monitor, or check them for quality, accuracy, or completeness. Inclusion of any linked website on the Site does not imply or express an approval or endorsement of the linked website by us or of any of the content, opinions, treatments, information, products, or services provided on these websites. Even if an affiliation exists between the Site and a third party website, each of these linked sites maintains its own independent privacy and data collection policies and procedures.

## **8. YOUR PRIVACY**

The AEDA Privacy Policy describes how we collect and use your personally identifiable information generated from the Site. When you use the Site, information transmitted over the Internet is beyond our control. Although AEDA takes reasonable steps, including the implementation of physical, organizational, and technical controls, to protect your information, you acknowledge and agree that you provide any information, including personally identifiable information, to the Site at your own risk.

## **9. SYSTEM UNAVAILABILITY**

There may be times when the Site is unavailable due to technical errors or for maintenance and support activities. We do not represent, warrant, or guarantee that the Site will always be available or is completely free of human or technological errors.

## **10. ERRORS**

The Site may contain typographical mistakes, inaccuracies, or omissions and some information may not be complete or current. We expressly reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

We do not make any representation or warranty concerning errors, omissions, delays, or defects in the Site or any information supplied to you via the Site, or that files available through Site are free of viruses, worms, Trojan horses, or other code that include or manifest contaminating or destructive characteristics.

## **11. COMPATIBILITY**

You must provide the equipment and Internet connections necessary to access the Site at your own expense. We do not guarantee that the Site will operate with your computer, Mobile Device, internet service plans, or Mobile Provider service plans or with any particular computer or other piece of hardware, software, equipment, or device you install on or used with your computer.

## **12. NO GUARANTEES**

THE SITE, OUR OTHER WEBSITES, AND THE AEDA CONTENT (COLLECTIVELY, THE “**SYSTEM**”) ARE PROVIDED “**AS IS**”. WE DO NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, USEFULNESS, ACCURACY, AVAILABILITY, OR RELIABILITY OF (I) YOUR USE OR THE RESULTS OF YOUR USE OF THE SYSTEM; (II) ANY ADVICE YOU GLEAN FROM THE SYSTEM; OR (III) ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THROUGH THE SYSTEM. WE DO NOT PROMISE THAT THE SYSTEM WILL BE UNINTERRUPTED OR WILL BE ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. THERE IS NO WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADDITIONAL STATEMENTS OUTSIDE THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, IS A WARRANTY OR PROMISE BY US AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS. WE WILL HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, OR CONTENT.

## **13. AEDA IS NOT LIABLE TO YOU FOR YOUR USE OF SITE**

We are not responsible for any damages to you or anyone filing suit on your behalf for any reason.

AEDA AND ITS SUPPLIERS, LICENSORS, PARENT, OR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNEES OR SUCCESSORS-IN-INTEREST, WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS, DEMANDS, LOST PROFITS, OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RELATING TO THIS AGREEMENT, YOUR USE OF THE SYSTEM OR ANY INFORMATION YOU OBTAIN ON IT, OR ANY OTHER INTERACTION WITH THE SYSTEM AND **YOU VOLUNTARILY AND UNEQUIVOCALLY WAIVE ANY LIABILITY OF AEDA.**

**YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE WILL BE TO STOP USING THE SITE.**

IN ANY EVENT, THE MAXIMUM TOTAL LIABILITY OF AEDA, ITS SUPPLIERS, LICENSORS, PARENT, OR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNEES OR SUCCESSORS-IN-INTEREST, FOR ANY CLAIM WHATSOEVER RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND **YOUR SOLE REMEDY SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED ONE THOUSAND DOLLARS (\$1000.00).**

## **14. INDEMNIFICATION**

YOU WILL HOLD HARMLESS, INDEMNIFY, AND DEFEND AEDA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, “ **AEDA PARTIES**”) FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, AND REASONABLE ATTORNEYS’ FEES ARISING THEREFROM) RELATING TO ANY ACTION OR PROCEEDING BROUGHT BY A THIRD PARTY AGAINST ANY ONE OR MORE OF THE AEDA PARTIES (I) ALLEGING INJURY, DAMAGE, OR LOSS RESULTING FROM YOUR USE OF THE SYSTEM; (II) ALLEGING THAT YOUR CONTENT INFRINGES A COPYRIGHT, PATENT, OR TRADEMARK OR MISAPPROPRIATES A TRADE SECRET OF A THIRD-PARTY; (III) RELATED TO ANY ACT OR OMISSION BY YOU WHICH IS A BREACH YOUR OBLIGATIONS UNDER THIS AGREEMENT; AND (IV) YOUR USE OF INFORMATION OR RESULTS OBTAINED THROUGH SERVICES.

You will have the right to defend and compromise such claim at your expense for the benefit of the AEDA Parties; provided, however, you will not have the right to obligate the AEDA Parties in any respect in connection with any such settlement without the written consent of the indemnified party. Notwithstanding the foregoing, if you fail to assume your obligation to defend, the AEDA Parties may do so to protect their interests and you will reimburse all costs incurred by the AEDA Parties in connection with such defense.

## **15. CHOICE OF LAW**

The interpretation of this Agreement and the resolution of any disputes relating to this Agreement will be governed by the laws of the State of Kansas without regard to any conflicts of laws provisions.

## **16. Agreement to Arbitrate**

All disputes arising out of, or relating to, this Agreement (including formation, performance, breach, enforceability, and validity of this Agreement) or our operation of the Site shall be resolved by final and binding arbitration to be held in the English language in the City of Overland Park, Kansas, pursuant to the rules of the American Arbitration Association. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part, of this Agreement is void or voidable. Further, if you are located outside of the United States, we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other appropriate country.

Without prejudice to the agreement to resolve disputes in binding arbitration set forth in the previous paragraph, either party to this Agreement may obtain preliminary injunctive relief in the District Court of Johnson County, Kansas, located in the City of Olathe, Kansas, for the purpose of enforcing any of the terms of this Agreement pending a final determination in arbitration or permanent relief for the purpose of enforcing arbitral awards.

## **17. GENERAL TERMS**

If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force. Our failure to enforce or exercise any provision of this Agreement or related right will not constitute a waiver of that right or

provision. No rights or obligations under this Agreement may be assigned or transferred by you, either voluntarily or by operation of law, without our express written consent and in its sole discretion.

## **18. NOTICES**

You can contact us through the Contact Us or by e-mail. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail. You are responsible for providing AEDA with up-to-date contact information. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may choose to receive legal notices in paper form through the mail if you tell us you do not want legal notices sent electronically. You may print the communications for your records. If you choose paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent electronically, to update your contact information for receiving legal notices, and for any other notices under this Agreement, send the notice in writing and by certified and registered mail to AEDA, 1310A Westloop Place, Manhattan, KS 66502.

## **19. CONTACT US**

With questions e-mail [aedallc@gmail.com](mailto:aedallc@gmail.com).

**Print or download a copy of this Agreement for your records.**