

Terms of Use Agreement

This Terms of Use Agreement is effective as of December 2, 2019.

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Basic Terms

In using the Site, you agree to the following basic terms:

1. You must be at least 18 years old to use the Site.
2. You may not post violent, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive content via the Site.
3. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorised to create accounts on behalf of their employers or clients, Absorb prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to Absorb upon registration and at all other times will be true, accurate, current and complete, and you agree to update your information as necessary to maintain its truth and accuracy.
4. You agree that you will not solicit, collect or use the login credentials of other Absorb users.
5. You are responsible for keeping your password secret and secure.
6. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Site, including your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
7. You may not use the Site for any illegal or unauthorised purpose. You agree to comply with all laws, rules and regulations applicable to your use of the Site and your Content (defined below), including copyright laws.
8. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "User Content") that you submit, post or display on or via the Site.

9. You must not change, modify, adapt or alter the Site or change, modify or alter another website to falsely imply that it is associated with the Site or Absorb.
10. You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications to any Absorb users.
11. You must not interfere or disrupt the Site or servers, or networks connected to the Site, 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 Absorb page is rendered or displayed in a user's browser or device.
12. You must not create accounts with the Site (or otherwise attempt to access the Site or any content or other material on the Site) through unauthorised means, including by using an automated device, script, bot, spider, crawler or scraper.
13. You must not use the Site in any manner that could disable, overburden, damage, or impair the Site, or interfere with any other use of the Site.
14. You must not attempt to restrict another user from using or enjoying the Site and you must not encourage or facilitate violations of this Agreement or any other Absorb terms.
15. Violation of this Agreement may, in Absorb's sole discretion, result in termination of your Absorb account and/or access to the Site. You understand and agree that Absorb cannot and will not be responsible for the User Content posted on the Site, and you use the Site at your own risk. If you violate the letter or spirit of this Agreement, or otherwise create risk or possible legal exposure for Absorb, we can stop providing all or part of the Site to you.

General Terms and Conditions

1. Scope of Agreement

This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Site; the content, products, or services provided by or through the Site; and the subject matter of this Agreement. Absorb reserves the right, in its sole discretion, to change this Agreement ("Updated Agreement") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Agreement becomes effective. You agree that we may notify you of the Updated Agreement by posting it on the Site, and that your use of the Site after the effective date of the Updated Agreement (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Agreement. Therefore, you should review this Agreement and any Updated Agreement before using the Site. The Updated Agreement will be effective as of the time of posting, or such later date as may be specified in the Updated Agreement and will apply to your use of the Site from that point forward. This Agreement will govern any disputes arising before the effective date of the Updated Agreement. We reserve the right to modify, suspend, or terminate access to the Site for any reason, without notice, at any time, and without liability to you. If we terminate your access to the Site, your User Content may no longer be accessible, but it may persist and appear on the Site (e.g., if your User Content has been reshared by others).

2. License termination

Upon termination of this Agreement, all rights granted to you under this Agreement will immediately cease.

3. Editing, Deleting, and Modification

You agree that Absorb is not responsible for, and does not endorse, Content posted within the Site. Absorb does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates this Agreement, you may bear legal responsibility for that Content. You agree that any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Absorb is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Absorb in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of Absorb and Absorb will not be liable for any use or disclosure of any Content you provide. Without limiting the generality of the foregoing, we reserve the right in our sole discretion to edit or delete any documents, information, or other content appearing on the Site.

4. Indemnification

You (and also any third party for whom you operate an account or activity on the Site) agree to defend (at Absorb's request), indemnify and hold Absorb and its affiliates and their employees, officers, directors, agents, successors and assigns (collectively, the "Absorb Parties") harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Site or those conducted on your behalf): (i) your User Content or your access to or use of the Site; (ii) your breach or alleged breach of this Agreement; (iii) your violation of any third-party right, including any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Absorb in the defense of any claim. Absorb reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Absorb.

5. Assignment

Your right to use the Site and/or any licenses granted under this Agreement are not assignable or transferable, including by operation of law or otherwise. Any attempted assignment or transfer in violation of the foregoing is null and void.

6. Warranty Disclaimer

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UNDER NO CIRCUMSTANCES WILL THE ABSORB PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SITE; (B) THE ABSORB CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SITE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE ABSORB PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF

THE SITE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SITE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE ABSORB PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SITE). IN NO EVENT WILL THE ABSORB PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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8. Use of Information; Feedback

We reserve the right, and you authorise us, to use and assign of all information regarding Site uses by you and all information provided by you in any manner. It is Absorb's policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, Absorb does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content (other than "Content"), information, ideas, suggestions, or other materials, you further agree that Absorb is free to use any such content, information, ideas, suggestions or other

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9. Third-Party services

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10. Third-Party Merchant Policies

All rules, policies (including privacy policies), and operating procedures of Merchants will apply to you while on such sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

11. Payments

You represent and warrant that if you are purchasing something from us or from Merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

12. Links to Other Web sites

The Site contains links to other websites. We are not responsible for the content, accuracy, or opinions express, in such websites, and such websites are not investigated, monitored, or checked for accuracy or completeness by us. Inclusion of any linked website on our Site does not imply approval or endorsement of the linked website by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

13. Information and Press Releases

The Site contains information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.