

RoboBid Terms of Use

Overview:

Welcome to RoboBid! We are a subscription service that provides our members with access to a database driven contact form with CMS features.

These Terms of Use govern your use of our service. As used in these Terms of Use, "RoboBid service," "our service" or "the service" means the service provided by RoboBid for contact form coding and backend functionality.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with RoboBid (except for matters that may be taken to small claims court).

Please note that these Terms of Use include hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain RoboBid ready devices, you may need to visit www.RoboBid.com/TermsOfUse to review these hyperlinked terms.

1. Acceptance of Terms of Use

- a. These Terms of Use, which include our Privacy Policy ,End User License Agreement (www.RoboBid.com/EULA) ("EULA"), About Cookies and Internet Advertising), and, to the extent you use the social features, our Social Terms, govern your use of the RoboBid service. By using, visiting, or browsing the RoboBid service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the RoboBid service.
 - b. The RoboBid service is provided by Creat LLC., or one of its affiliated companies. The RoboBid company that is providing the service to you (referred to as "RoboBid" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the RoboBid service. Check back as the service provider may change from time to time.
2. **Changes to Terms of Use.** RoboBid may, from time to time, change these Terms of Use, including the Privacy Policy, EULA and Social Terms. Such revisions shall be effective immediately; provided however, for existing members, such revision shall, unless otherwise stated, be effective 30 days after posting. We will endeavor to post prior versions (including marked changes) of the Terms of Use, if any, for the preceding 12-month period.

3. **Privacy.** Personally identifying information is subject to our Privacy Policy (www.RoboBid.com/PrivacyPolicy), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.
4. **Communication Preferences.** By using the RoboBid service, you consent to receiving electronic communications from RoboBid relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the RoboBid service, or in the "Your Account" page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with RoboBid. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new RoboBid features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to the "Email preferences" link on the "Your Account" page of our website (www.RoboBid.com/YourAccount) to manage your RoboBid communications. Please review our Privacy Policy (www.RoboBid.com/PrivacyPolicy) for further detail on our marketing communications.
5. **Membership, Free Trials, Billing and Cancellation**
 - a. **Membership**
 - i. **Ongoing Membership.** Your RoboBid membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the RoboBid service. We will bill the monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.
 - ii. **Differing Memberships.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with RoboBid by visiting our website and clicking on the "Your Account" link. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.
 - b. **Free Trials**
 - i. Your RoboBid membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during

sign-up. Free trials may not be combined with any other offers. Free trials are for new and certain former members only. RoboBid reserves the right, in its absolute discretion, to determine your free trial eligibility.

- ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "View billing details" link on the "Your Account" page. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.
- iii. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. **CLICK THE "ACCOUNT LOGIN" LINK AT THE TOP OF ANY ROBOBID WEB PAGE (www.RoboBid.com) TO FIND CANCELLATION INSTRUCTIONS.** We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.

c. **Billing**

- i. **Recurring Billing.** By starting your RoboBid membership, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the RoboBid service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.
- ii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you. For members based in Brazil, the membership fees may be adjusted automatically annually, or more frequently as permitted by law, in accordance with the inflation index as established by General Price Index Market published by Fundação Getúlio Vargas ("IGP-M"), or such other index that as may be applicable to the RoboBid service.
- iii. **Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has

not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your RoboBid membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and click on the "View billing details" link on the "Your Account" page to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.

- iv. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.
- v. **Payment Methods.** You may edit your Payment Method information by visiting our website and clicking on the "Account Login" link, available at the top of the pages of the RoboBid website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. If you signed up for RoboBid using your account with a third party (i.e., iTunes, or similar account) as a Payment Method, and wish to cancel your RoboBid membership at any time, including during your free trial, you will need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the RoboBid service. You may also find billing information about your RoboBid membership by visiting your account with the applicable third party. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
- vi. **Cancellation.** You may cancel your RoboBid membership at any time, and you will continue to have access to the RoboBid service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP

PERIODS OR UNLOGGED LEADS OR INFORMATION. To cancel, go to the "Account Login" page on our website and follow the instructions for cancellation.

6. RoboBid Service

- a. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the RoboBid service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.
- b. The RoboBid service, and any content viewed through our service, are for your personal and non-commercial use only. During your RoboBid membership, we grant you a limited, non-exclusive, non-transferable, license to access the RoboBid service. Except for the foregoing limited license, no right, title or interest shall be transferred to you.
- c. We continually update the RoboBid service, including the features and functions. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, availability of information, delivery and pricing. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our service.
- d. You agree to use the RoboBid service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the RoboBid service without express written permission from RoboBid or its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the RoboBid service; use any robot, spider, scraper or other automated means to access the RoboBid service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the RoboBid service; insert any code or product or manipulate the content of the RoboBid service in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the RoboBid service, including any software viruses or any other computer code, files or programs.
- e. RoboBid contact/csm software is developed by, or for, RoboBid and is designed to enable streaming of content from RoboBid through RoboBid ready devices. This software may vary by device and medium, and functionalities may also differ between devices. **BY USING OUR SERVICE, YOU ACKNOWLEDGE**

AND AGREE TO THE END USER LICENSE AGREEMENT (www.RoboBid.com/EULA) AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE ROBOBID AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE. WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the RoboBid service. If your RoboBid ready device is sold, lost or stolen, please deactivate the RoboBid ready device. If you fail to log out or deactivate your device, subsequent users may access the RoboBid service through your account and may be able to access certain of your account information. To deactivate a device, follow instructions on the "Account Login" page of our website ([www. http://robo-bid.com/clients/account_login.php](http://robo-bid.com/clients/account_login.php)).

- f. We may terminate or restrict your use of our service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the service.
- 7. Passwords & Account Access**
- a. The member who created the RoboBid account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the RoboBid account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting RoboBid Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.
 - b. In order to provide you with ease of access to your account and to help administer the RoboBid service, RoboBid implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the RoboBid service, which includes accessing via RoboBid ready devices or website.
 - c. BY SHARING THE ROBOBID SERVICE PASSWORD OR ALLOWING OTHERS TO ACCESS YOUR ACCOUNT, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.
 - d. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to

these types of communications can result in identity theft. Always access your sensitive account information by going directly to the RoboBid website and not through a hyperlink in an email or any other electronic communication, even if it looks official. RoboBid reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. RoboBid is not obligated to credit or discount a membership for holds placed on the account by either a representative of RoboBid or by the automated processes of RoboBid.

8. Disclaimers of Warranties and Limitations on Liability

- a. THE ROBOBID SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE ROBOBID SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ROBOBID DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE ROBOBID SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. ROBOBID SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, ROBOBID READY DEVICES, AND ROBOBID SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).
 - b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL ROBOBID, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.
 - c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
 - d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
9. **Gifts & Promotions.** We may offer Gift Subscriptions for purchase on our websites. Your Payment Method will be charged for any purchased Gift Subscriptions. The purchase and redemption of Gift Subscriptions are subject to the Gift Subscription Terms (www.RoboBid.com/GiftTerms). Promotional codes may be redeemed on our website. Promotional codes can only be used once and cannot be redeemed for cash, resold or combined with any other offers, including a free trial. If you received a promotion code through an offer by a third party, additional restrictions may apply.

10. Intellectual Property

- a. **Copyright.** The RoboBid service, including all content provided on the RoboBid service, is protected by United States and international copyright, trade secret or other intellectual property laws and treaties.
- b. **Trademarks.** RoboBid is a registered trademark of Creat LLC

11. Governing Law

- a. If you are a resident in Europe, these Terms of Use shall be governed by and construed in accordance with the laws of Luxembourg.
- b. If you are a resident of Brazil, these Terms of Use shall be governed by and construed in accordance with the laws of Brazil.
- c. For all other RoboBid members, these Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions.
- d. You may also be entitled to certain consumer protection rights under the laws of your local jurisdiction.

12. Applications. You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the RoboBid service. These Applications may import data related to your RoboBid account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and RoboBid is not responsible for such Applications. **SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY ROBOBID AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.**

13. Use of Information Submitted. RoboBid is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the RoboBid service, including the RoboBid website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the RoboBid service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Please note RoboBid does not accept unsolicited materials or ideas for movies or TV shows, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to RoboBid. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against RoboBid and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

14. Customer Support. If you need assistance with your account, click on the "Help" link at the top right hand corner of our website at any time. There you will find the answers to many frequently asked questions and information on reaching a live Customer Service representative. To find more information about our service and its features, please visit RoboBid Help Center (<http://www.robo-bid.com/contact>). In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access,

you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

15. Arbitration Agreement

- a. If you are a RoboBid member in the United States (including its possessions and territories), you and RoboBid agree that any dispute, claim or controversy arising out of or relating in any way to the RoboBid service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and RoboBid are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your RoboBid membership.
- b. If you elect to seek arbitration or file a small claim court action, you must first send to RoboBid, by certified mail, a written Notice of your claim ("Notice"). The Notice to RoboBid must be addressed to: General Counsel, RoboBid, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If RoboBid initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by RoboBid, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If RoboBid and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or RoboBid may commence an arbitration proceeding or file a claim in small claims court.
- c. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after RoboBid receives notice at the Notice Address that you have commenced arbitration, RoboBid will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.
- d. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless RoboBid and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.
- e. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established

by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of RoboBid's last written settlement offer made before an arbitrator was selected (or if RoboBid did not make a settlement offer before an arbitrator was selected), then RoboBid will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

- f. **YOU AND ROBOBID AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and RoboBid agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

- 16. DVD Plans in the United States.** If you are a RoboBid member in the United States on a DVD plan, the DVD Terms and Conditions (www.RoboBid.com/dvdterms) also apply to your use of the RoboBid service.

Last updated: August 13, 2014

Use of the RoboBid service and this Web site constitutes acceptance of our [Terms of Use](#) and [Privacy Policy](#).