

## **Terms and Conditions for Subscription to The Arreya Service**

These terms of use and conditions (this “Agreement”) are between Presentations, Inc. (“we” or “Presentations”) and “you” (including, the person and entity that registers with the Arreya Service), and governs your use of the arreya.com website and its related sites (collectively, the “Websites”) and all content, services, and features you subscribe to through the Websites, including the online digital signage viewing and editing service (the “Arreya Service”).

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE CREATING AN ACCOUNT. BY CREATING AN ACCOUNT YOU ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS IN THIS AGREEMENT, DO NOT CREATE AN ACCOUNT OR OTHERWISE ATTEMPT TO SUBSCRIBE TO OR USE THE ARREYA SERVICE.

**1. Creating an Account.** You must provide Presentations with the following information in order to open an account: email address, your name, password, and billing information. It is your responsibility to keep your account information up to date. We will use this information to provide you with the Arreya Service.

It is your responsibility to protect your username and password. You are solely responsible for activities that occur under or through your account, including activities initiated by third parties, whether or not such activities are authorized by you. If you suspect someone has accessed your account without your authorization, you must contact Presentations immediately.

### **2. Subscription to the Arreya Service.**

**2.1. Subscription.** Subject to the payment of fees in Section 3, and the other terms and conditions of this Agreement, Presentations hereby grants you a non-exclusive, non-transferable subscription to the Arreya Service during the Subscription Term. The Subscription Term will start after you have created an account and after we have approved your access to the Arreya Service and processed your billing information. The Subscription Term will continue indefinitely until you cancel or we terminate this Agreement pursuant to Section 5. The Arreya Service is subject to ongoing modifications by Presentations to

improve the service. If, however, Presentations deems such modifications materially reduce the value of the Arreya Service, Presentations will notify you of when such modifications take effect, and you may cancel the Agreement within in fifteen (15) days from when such modifications take effect, and we will reimburse you pro-rata for any time remaining on your subscription before your renewal fee is due.

**2.2 Covenants.** You agree that you will: (a) provide Presentations with: (i) all necessary cooperation in relation to this Agreement; and (ii) all necessary access to such information as may be required by Presentations in order to render the Arreya Service; (b) comply with all applicable laws and regulations with respect to your activities under this Agreement; (c) carry out all other responsibilities set out in this Agreement in a timely and efficient manner; (d) obtain and maintain all necessary licenses, consents, and permissions necessary for Presentations to perform its obligations under this Agreement; (e) ensure that your computer hardware, network and systems comply with the relevant specifications provided by Presentations from time to time; and (f) be solely responsible for procuring and maintaining your network, network connections, and telecommunications links from your systems to Presentations' servers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network, network connections, or telecommunications links or caused by the internet.

**2.3. Intellectual Property.** You agree that Presentations owns all intellectual property rights in the Arreya Service. Except as expressly stated herein for the Subscription Term, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses with respect to the Arreya Service. You further agree that you will not: (a) attempt to copy, modify, duplicate, create derivative works from, mirror, republish, download, display, transmit, or distribute all or any portion of the Website or the Arreya Service in any form or media or by any means; (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website or the Arreya Service; or (c) access all or any part of the Website or the Arreya Service in order to build a product or service which competes with the Arreya Service.

**3. Payment and Fees.** Presentations offers several subscription plans to the Arreya Service, as described on the Website, each payable on a monthly subscription cycle. You agree to pay to Presentations the Subscription Fees

associated with the plan you choose (your “Plan”). You can change your Plan during the current subscription cycle, and such changes will take effect at the beginning of the next subscription cycle. Changing your Plan may result in loss of features, content, or capacity.

The Subscription Fees for your Plan are billed in advance, are non-refundable, and automatically renew at the end of each subscription cycle. The Subscription Fees are subject to change at any time, and such changes will be effective thirty (30) days after such changes have been posted on the Website or after you have received Notice (as defined in Section 11) from Presentations of such changes.

We will bill fees due under your Plan to the credit card you provide to Presentations during registration (or to a different credit card if you change your payment information). You authorize the card issuer to pay any amounts described herein and authorize Presentations (or a billing agent acting on our behalf) to continue charging all such amounts to your credit card account until you cancel or we terminate this Agreement, as provided in Section 5 of this Agreement. You must provide current, complete and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number and expiration date) to keep your account current, complete and accurate, and you must promptly notify Presentations if your credit card is lost or stolen, or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your username or password). You authorize Presentations to obtain updated or replacement expiration dates for your credit card if the credit card you provided Presentations expires. We reserve the right to charge any renewal card issued to you as a replacement. If payment is not received from your credit-card issuer, you agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. Please check with your bank and credit-card issuer for details.

We reserve the right to deactivate your access to the Arreya Service for failure to pay applicable fees as described in this Agreement. Unless otherwise stated, all fees are stated in U.S. Dollars.

#### **4. Permission to Identify You as a Customer.**

You hereby authorize Presentations to identify you as a client of the Arreya Service, but Presentations can not use your identity on the Website or use your

name, trade name, trademarks, and/or logos for such identification without first getting permission.

**5. Cancellation and Termination.** You can cancel this Agreement at any time by sending Presentations Notice, pursuant to Section 11. All fees that have been billed to your credit card are non-refundable, so we must receive such Notice at least fifteen (15) days before your renewal fee is due to avoid billing your credit card. Presentations may terminate your subscription to the Plan and the Subscription Term at any time in the event the subscription fee is not paid when due.

We may remove any content we deem objectionable at any time without notice to you, including content that violates the warranties in Section 7. We may terminate this Agreement immediately upon any material breach by you of any of the terms in this Agreement. We also may terminate this Agreement without cause on thirty (30) days advance Notice to you, in which case we will reimburse you pro-rata for any time remaining on your subscription before your renewal fee is due. Presentations will have no other liabilities for exercising its right to terminate this Agreement under this Section 5.

On cancellation or termination of this Agreement for any reason: (i) your subscription to the Arreya Service, as well as all permissions, subscriptions, and licenses granted to you by Presentations under this Agreement and the Subscription Term will immediately terminate, and you will make no further use of the Arreya Service; (ii) Presentations may immediately destroy or otherwise dispose of any of your data or content that you upload to the Arreya Service in its possession; and (iii) Presentations' accrued rights to payment, as well as Sections 2.3, 4, 6, 7, 8, 9, 10, 11, 12, 13, and 14 will survive termination or cancellation of this Agreement, however arising.

**6. Confidentiality.** You agree to hold confidential all information Presentations discloses to you that is marked "Confidential Information" or the like, and, unless required by law, not make Presentations' Confidential Information available to any third party, or use Presentations' Confidential Information for any purpose other than the implementation of this Agreement. You agree to take reasonable steps to ensure that Presentations' Confidential Information is not disclosed or distributed by your employees or agents in violation of the terms of this Agreement, and to promptly return or destroy all such Confidential Information promptly upon Presentations' request.

7. **Your Representations and Warranties.** You represent and warrant to Presentations that: (i) you have all necessary permissions to create an account and give Presentations and the Arreya Service access to your digital signage, or any other accounts you authorize Presentations to access; (ii) you have all rights, licenses, and consents required to upload any and all content to the Arreya Service for display on digital signage on these terms, and further represent and warrant that such use or publication does not infringe the rights of any third party or violate any applicable law or regulation; (iii) that you own all rights to such content that you upload to the Arreya Service for publication on digital signage and that such license does not infringe the rights of any third party or violate any applicable law or regulation; and (iv) and you will not upload or cause to be published by the Arreya Service any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, which may constitute or encourage a criminal offense, violate the rights of any party or, which may otherwise give rise to liability or violate any law. All of the representation and warranties by you in this Agreement will survive termination or cancellation of this Agreement, however arising.

8. **Disclaimer of Warranties.** Presentations does not and cannot warrant that the Arreya Service will operate without errors, or that the Arreya Service will be available and operational at all times or that you will always have access to the Arreya Service. We do not warrant that our services or the Internet will be available on a specified date or time or have the capacity to meet your demands during specific hours. Presentations will not be liable for any damage, loss, or cost that you may suffer arising out of use of, or inability to use, the Arreya Service, even if the Presentations had notice of the possibility of such damage, loss, or cost, regardless of whether such damage or event occurs as a result of the Presentations' negligence. Presentations will not be liable for unauthorized access to Presentations' transmission facilities or premises or equipment, or for unauthorized access to or alteration to content published on your digital signage through the Arreya Service, or unauthorized access to or use of your user names, passwords, or any other programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage or event occurs as a result of the Presentations' negligence.

PRESENTATIONS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. IN NO

EVENT WILL PRESENTATIONS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF PRESENTATIONS OR ANY OTHER PARTY OR OTHERWISE, EVEN IF THE PRESENTATIONS IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Limitation of Liability.** In no event will Presentations' liability for the performance or non-performance of its obligations under this Agreement exceed the amount actually paid to Presentations by you under your Plan. The foregoing is intended as a complete allocation of the risks between Presentations and you. Because the bargain struck and the price paid reflect such allocation this limitation upon remedies will not have failed of its essential purpose.

10. **Indemnity.** You will indemnify and hold harmless Presentations, its officers, directors, employees and agents from and against any claim, liability, damage, assessment, or expense (including expenses of investigation and defense, and reasonable attorney fees and expenses) of any nature whatsoever sustained, suffered or incurred for or on account of, or arising from or in connection with, any breach by you of any representation, warranty or covenant set forth in this Agreement, or resulting from any act or omission by you.

11. **Notice.** Presentations may deliver notice to you under this Agreement by electronic mail, a general or specific notice on the Website, a communication to your account or by written communication delivered by first class U.S. mail to your address on record.

Notices to Presentations must be in writing and will be deemed given when (a) delivered personally, (b) sent by email to the following email address: [ask@arreja.com](mailto:ask@arreja.com), or (c) sent to address below, in which case notice is deemed given upon receipt:

Presentations, Inc.  
Attn: Accounts  
935 Boyson Ct., Suite B  
Hiawatha, IA 52233

**12. Assignment.** Presentations may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. You will not, without the prior written consent of Presentations, assign, transfer, charge, delegate, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.

**13. No Partnership or Agency.** Nothing contained in this Agreement will be construed to place Presentations and you in a relationship as partners, joint venturers, or principal and agent, respectively.

**14. Miscellaneous.** This Agreement comprises the entire agreement between you and Presentations with respect to your use of the Website and the Arreya Service and any other service purchased through the Website, and supersedes all prior agreements between the parties regarding the subject matter contained herein.

Presentations will have no liability to you under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Presentations or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machines, fire, flood, storm or default of suppliers, sub-contractors, or service providers.

This Agreement shall be governed and construed in accordance with the laws of the state of Iowa, without regard to its conflicts of law principles. You agree to promptly and voluntarily submit to the exclusive jurisdiction of the Iowa state courts located in Cedar Rapids, Iowa or the United States District Court for the Northern District of Iowa located in Cedar Rapids, Iowa, with respect to any legal proceedings arising out of this Agreement, waiving all defenses with respect to jurisdiction, forum and venue. Any claim by you relating to this Agreement must be brought within one year of the date on which the claim arises. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

You agree that money damages would not be a sufficient remedy for breach of Section 2 of this Agreement, and Presentations shall be entitled to specific performance and other equitable relief for any such breach, without the necessity of posting any bonds, in addition to any other remedies available to it at law or in equity. No waiver or amendment of any term in this Agreement shall be binding on Presentations unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of Presentations.

Last updated: June 3, 2016