

TERMS AND CONDITIONS OF USE
(Arreya Website)

These Terms and Conditions of Use (the “Terms”) are between **Presentations, Inc.**, d/b/a **Arreya**, and/or its affiliates (“Arreya”), and the person or entity (the “Visitor”) that visits the Arreya website (<https://arreya.com/>) (the “Website”). These Terms govern access to and use of the Website.

BY ACCESSING AND/OR USING THE WEBSITE, EACH VISITOR ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS as well as Arreya’s Privacy Policy¹ (the “Privacy Policy”).

These Terms and the Privacy Policy govern Visitor’s access to and use of the Website and all content accessible through the Website without entering into a Subscription Agreement or creating an account with Arreya for a digital signage channel (the “Arreya Service”) and the products and services available in connection with such a subscription. These Terms shall also apply to any third-party hardware or software purchased by the Visitor through Arreya.

ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS ON ANY DOCUMENT, NOTICE OR COMMUNICATION ISSUED BY VISITOR TO ARREYA AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY ARREYA, SHALL BE WHOLLY INAPPLICABLE TO THE ARREYA SERVICE, AND SHALL NOT BE BINDING IN ANY WAY ON ARREYA.

Notices and Electronic Communications. Visitor consents to receive electronic communications and Visitor agrees that all agreements, notices, disclosures and other communications that Arreya may provide electronically, via email and/or by posting on the Website, satisfy any legal requirement that such communications be in writing and/or be delivered to Visitor.

Changes. Arreya reserves the right, in its sole discretion, to amend, modify or replace these Terms. The most current version of the Terms posted on the Website will supersede all previous versions. It is the obligation of the Visitor to periodically review the Terms to stay informed of any updates. Visitor acknowledges and agrees that the posting of such updated Terms to the Website shall constitute notice to Visitor, effective immediately upon posting.

Intellectual Property. All content that appears on the Website, including text, logos, graphics, images, audio clips, software and data compilations is the property of Arreya or its suppliers (and the compilation thereof is the exclusive property of Arreya) and is protected by United States and/or international copyright laws. The name “Arreya” and all graphics and logos related thereto are the exclusive property of Arreya and may not be used in connection with any product or service that is not Arreya’s, in any manner that discredits or disparages Arreya or in any manner that is likely to create confusion regarding the Arreya service and products or the “Arreya” name. All other trademarks appearing on the Website are the property of the respective owners (including, without limitation, Arreya, its suppliers, vendors, partners and customers) who may or may not be connected to or affiliated with Arreya. Visitor shall comply with any and all end-user license or other agreement applicable to the use of any third party product or service acquired from Arreya.

¹ <https://arreya.com/kb/arreya-privacy-policy/>

Access. Subject to Visitor's compliance with these Terms, Arreya hereby grants Visitor a non-exclusive, non-transferable, freely revocable right to access and make personal use of the Website ("Access Right"). This Access Right does not include any right to access or use any other product or service that is accessible only upon entering into a Subscription Agreement and creating an account for the Arreya Service. This Access Right does not provide Visitor with any right to and Visitor shall not sell, copy or commercially use or exploit the Website, its contents or the Arreya Service. This Access Right does not provide Visitor with any right to and Visitor shall not (i) obtain or attempt to obtain or access account information of Arreya's users or (ii) utilize data mining, robots or similar tools to gather or extract data pertaining to the Website or its users.

No Warranty.

ARREYA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE WEBSITE, THE ARREYA SERVICE OR ANY PRODUCTS OR SERVICES RECOMMENDED BY OR PURCHASED THROUGH ARREYA. ARREYA PROVIDES THE WEBSITE, THE ARREYA SERVICE AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY ARREYA ON AN "AS-IS, WHERE-IS" BASIS.

ARREYA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the generality of the foregoing, Visitor acknowledges and agrees that Arreya does not and cannot warrant or guarantee that (i) the Arreya Service will operate without errors, (ii) that the Arreya Service will be available and operational at all times, (iii) that the Arreya Service will always be accessible or available and/or (iv) the Arreya Service will be available on a specified date or time or have the capacity to meet the demands of any user during specific hours. Visitor further acknowledges and agrees that Arreya has no control whatsoever over, and no responsibility whatsoever for (i) the availability, speed or quality of the internet service, (ii) the connections between the internet and any user's hardware, fixtures and systems and (iii) the failure of any of the foregoing that prevents access to or use of the Arreya Service by any user or others trying to access the Arreya Service.

Arreya does not manufacture any tangible products that Arreya may sell. If there is a manufacturer's warranty with respect to any tangible products acquired from or through Arreya, Arreya is not a party to such warranty and such warranty is provided solely by the manufacturer.

Limitation of Liability.

Exclusions. **IN NO EVENT WILL ARREYA OR ANY OF ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, OWNERS OR AGENTS (COLLECTIVELY WITH ARREYA, THE "ARREYA PARTIES" AND EACH AN "ARREYA PARTY") BE LIABLE TO ANY VISITOR 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 THE WEBSITE AND/OR THE ARREYA SERVICE, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OR OTHER TORT OF ONE OR**

MORE ARREYA PARTIES OR ANY OTHER LEGAL THEORY, EVEN IF ONE OR MORE ARREYA PARTIES WERE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL ANY OF THE ARREYA PARTIES BE LIABLE TO ANY VISITOR OR ANY OTHER PERSON FOR ANY TYPE OR AMOUNT OF DAMAGE, LOSS, COST OR EXPENSE THAT VISITOR OR SUCH OTHER PERSON MAY SUFFER OR INCUR—EVEN IF THE EVENT LEADING TO SUCH DAMAGE, LOSS, COST OR EXPENSE WAS CAUSED BY THE NEGLIGENCE OR OTHER TORT OF OR A BREACH OF ANY CONTRACTS BY ONE OR MORE ARREYA PARTIES—ARISING OUT OF OR RESULTING FROM (A) UNAUTHORIZED ACCESS TO OR USE OF ARREYA’S SERVERS, SOFTWARE, SYSTEMS, TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN (B) UNAUTHORIZED ACCESS TO OR ALTERATION TO CONTENT PUBLISHED ON OR THROUGH THE WEBSITE, (C) UNAUTHORIZED ACCESS TO OR USE OF THE USER NAMES, PASSWORDS, OR ANY OTHER PROGRAMS, PROCEDURES OR INFORMATION OF ANY SUBSCRIBER OF THE ARREYA SERVICE THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD OR (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR ANY WEBSITE WITHIN THE WEBSITE BY ANY THIRD PARTY, IN EACH CASE, REGARDLESS OF WHETHER ONE OR MORE ARREYA PARTIES WERE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COST OR EXPENSE.

Limitations. **IN NO EVENT WILL ARREYA’S LIABILITY (COLLECTIVELY WITH THE LIABILITY OF EACH OTHER ARREYA PARTY) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER ANY CONTRACT, WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OR OTHER TORT OF ONE OR MORE ARREYA PARTIES OR ANY OTHER LEGAL THEORY, EXCEED THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00). NO ACTION, CLAIM, COUNTER-CLAIM, CROSS-CLAIM OR DEFENSE BASED ON THE PERFORMANCE OR NON-PERFORMANCE OF ARREYA’S OBLIGATIONS UNDER ANY CONTRACT—WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OR OTHER TORT OF ONE OR MORE ARREYA PARTIES OR ANY OTHER LEGAL THEORY—MAY BE BROUGHT OR ASSERTED BY ANY VISITOR AGAINST ARREYA OR ANY OTHER ARREYA PARTY AFTER THE DATE THAT IS SIX (6) MONTHS AFTER THE EVENT OR OCCURRENCE UPON WHICH SUCH ACTION, CLAIM, COUNTER-CLAIM, CROSS-CLAIM OR DEFENSE IS BASED.**

THE FOREGOING IS INTENDED AS A COMPLETE ALLOCATION OF THE RISKS BETWEEN ARREYA AND EACH VISITOR.

Indemnity. Visitor shall indemnify and hold harmless Arreya and each other Arreya Party 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, the access to and/or use of the Website by Visitor, or resulting from the negligence, misconduct or criminal acts of Visitor or Visitor’s officers, directors, managers, employees, agents or representatives. This indemnity specifically includes, but is not limited to, any claims brought against Arreya, and all direct and indirect damages resulting therefrom, because Visitor (A) violated any third party

right, including without limitation any intellectual property right, or (B) uploaded (1) protected health information or any other violations of the Health Insurance Portability and Accountability Act or (2) “personal data” (as defined in the European Union’s (EU) General Data Protection Regulation (GDPR) of any “data subject” of/in the EU (as defined in the GDPR) without having first obtained both Arreya’s prior express written consent and each such data subject’s express consent to the collection, use and “processing” (as defined in the GDPR) of such data subject’s personal data in connection with the Arreya Service. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE FOR THE LONGEST PERIOD ALLOWED BY APPLICABLE LAW.

Applicable Law & Disputes. The Visitors access to the Website and any disputes related thereto, including any rights or obligations arising under these Terms, shall be governed and construed in accordance with the laws of the state of Iowa, without regard to its conflicts of law principles. Visitor agrees 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 (the “Selected Courts”) with respect to any disputes or legal proceedings arising out of or in any way related to Visitor’s access to and/or use of the Website or any other part of the Arreya Service. Visitor hereby waives all, and agrees not to assert any, defenses with respect to jurisdiction, forum and venue and agrees not to commence or participate in any such disputes or legal proceedings in any court or forum other than the Selected Courts.

Injunctive Relief. Visitor agrees that money damages would not be a sufficient remedy for breach of the “Access” or “Intellectual Property” sections set forth above in these Terms and that Arreya shall be entitled to, in addition to any other remedies available to it at law or in equity, specific performance, preliminary injunctive relief, permanent injunctive relief and other equitable relief for any such breach by Visitor, without the necessity of posting any bonds or having to prove money damages or having to show that money damages are an inadequate remedy.

Attorney Fees and Costs. In the event Arreya takes legal action to enforce the terms hereof, Visitor shall pay the reasonable attorney fees and other costs and expenses incurred by Arreya in enforcing these Terms.

Notice. Arreya may deliver notice to Visitor under these Terms by electronic mail or a general or specific notice on the Website. Notices to Arreya must be in writing and will be deemed given when (a) delivered personally, (b) sent by email to the following email address: info@arreya.com, or (c) sent to address below, in which case notice is deemed given upon receipt:

Presentations, Inc., d/b/a Arreya
Attn: Accounts
935 Boyson Ct., Suite B
Hiawatha, IA 52233

Waiver & Amendment. No waiver, amendment or modification of any provision of these Terms shall be binding on Arreya unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of Arreya; provided, however, these Terms and the Privacy Policy may be amended, modified or replaced as provided in the “Changes” sections set forth herein and therein, respectively.

Entire Agreement & Binding Effect. These Terms and the Privacy Policy comprise the entire agreement between you, as a Visitor, and Arreya with respect to the access to and use of the Website allowed by Arreya and supersede all prior agreements between the parties regarding the subject matter contained herein.

Severability. In the event that any provision(s) contained in these Terms and the Privacy Policy shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the same shall be enforced to the maximum extent allowed by applicable law and shall be deemed severable to the extent unenforceable, and the Arreya Contracts shall be then construed and enforced in accordance with the remaining provisions thereof.

Last updated: 4/24/2019