



## RefBin Terms and Conditions of Use

Thank you for using RefBin's products and services ("Services"). The Services are provided by RefBin ("RefBin"), located at 76 Rivervale Rd, Shelburne, VT, 05482 United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

### 1. Acceptance of Terms

The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the "Terms of Use"), which terms also incorporate RefBin's Privacy Policy.

You represent and warrant that you are an individual (i.e. not a corporation), you are of legal age to form a binding contract, that all registration information you submit is accurate and truthful and that you will maintain the accuracy and truthfulness of such information by accessing your preference settings from within the Service. RefBin may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

### 2. Modification of Terms of Use.

RefBin reserves the right, at its sole discretion, to modify or replace any of the Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes. RefBin may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

### 3. Rules and Conduct.

You must follow any policies made available to you within the Services.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not RefBin's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies,

and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. You are responsible for all of your activity in connection with the Service. For purposes of the Terms of Use, the term "Content" includes, without limitation, any content, articles, data, text, photographs, images, illustrations, or other information, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by RefBin, its partners or other third parties on or through the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action, or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- involves commercial activities and/or sales without RefBin's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of RefBin or any third party; or
- impersonates any person or entity, including any employee or representative of RefBin.
- Additionally, you shall not: (i) take any action that imposes or may impose (as determined by RefBin in its sole discretion) an unreasonable or disproportionately large load on RefBin's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures RefBin may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any Content available on or through the Service.
- The Site and Service are protected by copyright as collective works and/or compilations pursuant to U.S. copyright laws, international conventions, and other copyright laws. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.
- RefBin does not guarantee that any Content or User Submissions (as defined below) will be made available or will be continuously available on or through the Service. RefBin has no

obligation to monitor the Site, Service, or Content. However, RefBin reserves the right to (i) remove, edit or modify any Content in its sole discretion, including without limitation any User Submissions, from the Service at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if RefBin is concerned that you may have violated the Terms of Use), or for no reason at all, and (ii) to remove or block any User Submissions from the Service.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

#### 4. Registration.

As a condition to using certain aspects of the Service, you may be required to register with RefBin and select a password and user name ("User ID"). You shall provide RefBin with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your RefBin account. You shall not (i) select or use as a User ID a name of another person with the intent to impersonate that person; (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID a name that is otherwise offensive, vulgar or obscene. RefBin reserves the right to refuse registration of, or cancel a User ID in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password. You shall not: (i) impersonate or try to impersonate another person; (ii) disclose your password to anyone else; (iii) allow anyone else to use your account; or (iv) use anyone else's account. You will immediately notify RefBin in writing of any unauthorized use of your account, or other account related security breach of which you are or become aware.

#### 5. Third Party Sites.

RefBin may make the Service available on or through other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under RefBin's control, and you acknowledge that RefBin is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by RefBin or any association with its operators. You further acknowledge and agree that RefBin shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such website or resource.

#### 6. Content and License.

You agree that the Service contains Content specifically provided by RefBin, its partners and other third parties, and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service.

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c. Recurring month to month licenses of the RefBin may be terminated at any time by the user, in which case the user will only be responsible for payments up to that point.

#### 8. Termination.

RefBin may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account, including User Submissions. If you wish to terminate your account, you may do so by following instructions available on the Site. Any fees paid hereunder are non-refundable. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### 9. Disclaimer.

a. The materials on RefBin's web site are provided "as is." RefBin makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, RefBin does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

#### 10. Indemnification.

You shall defend, indemnify, and hold harmless RefBin and its affiliates, employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, Service, or Content, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. RefBin reserves the right to assume the

exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with RefBin in asserting any available defenses.

#### 11. Limitation of Liability.

In no event shall RefBin or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on RefBin's Internet site, even if RefBin or a RefBin authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### 12. Revisions and Errata.

The materials appearing on RefBin's web site could include technical, typographical, or photographic errors. RefBin does not warrant that any of the materials on its web site are accurate, complete, or current. RefBin may make changes to the materials contained on its web site at any time without notice. RefBin does not, however, make any commitment to update the materials.

#### 13. Site Terms of Use Modifications.

RefBin may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

#### 14. Governing Law.

Any claim relating to RefBin's web site shall be governed by the laws of the State of Vermont without regard to its conflict of law provisions.

#### 15. Privacy Policy.

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

#### 16. Questions & Concerns.

If you have any questions or comments, or if you want to update, delete, or change any Personal Information we hold, or you have a concern about the way in which we have handled any privacy matter please use our contact form to get in touch. You may also contact us by postal mail or email at:

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