

Terms of Service

Updated 9/1/2022

Review Prompt's proprietary Review Management System (hereinafter "REVIEW PROMPT") provides ReviewPrompt.com, and their associated content and services on a limited basis as designated by purchased plans. The following terms and conditions contained within this agreement (hereinafter "Agreement") govern your use of and access to the Website and contain important information about your rights, duties, and obligations when using said Website. If you do not agree with the terms and conditions contained within this Agreement, you are expressly prohibited from using Reviewprompt.com and must discontinue your use of the Website immediately. "You" is defined as authorized signer for your Agency Account.

REVIEW PROMPT MAY, FROM TIME TO TIME, MODIFY, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE CONTENT ON REVIEWPROMPT.COM. REVIEW PROMPT ALSO RESERVES THE RIGHT TO MODIFY, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE WEBSITE AT ITS SOLE AND ABSOLUTE DISCRETION. IN THE EVENT REVIEW PROMPT MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEBSITE, YOUR USE OF THE WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT.

1. Warranties and Representations

You warrant and agree that you have the right, power, and legal capacity to enter into this Agreement and to adhere to the terms and conditions hereunder and that you are not prohibited from entering into this Agreement by any preexisting agreement. You warrant and agree that you are a human individual that is eighteen (18) years of age or older and that you are not a bot, script, or other computer or machine, excluding search engine spiders. If you are entering into this Agreement on behalf of a third party, you warrant and agree that you are an authorized representative of that third party and have the authority to bind that third party to the terms of this Agreement. You warrant and agree that you will access the Website from your own computer or mobile device and that you will not impersonate any person or entity or forge any identifiers of origin or source, such as IP addresses or packet headers, in accessing or using the Website. You agree to comply in good faith, with the terms of this Agreement.

In particular, you agree to comply with all laws, statutes, regulations, ordinances, or treaties, whether local, state, provincial, national, or international, including, without

limitation, the FTC's Guides Concerning the Use of Endorsements Testimonials and Advertising, 16 CFR Part 255.

2. Software as a Service Provider

REVIEW PROMPT provides software to the holder of a Member Account upon registration for a Member Account (as hereinafter further defined) to enable the holder of a Member Account to solicit reviews, testimonials and feedback from its customers ("Reviewer") and provide business development and related tools to holders of a Member Account.

A. Reviews and Testimonials

Through use of the Website, a Reviewer may be provided the ability to rate, via use of stars, the holder of a Member Account. The Reviewer is provided the opportunity to write a review for publication to a third-party website for which the Reviewer owns an account, such as Google, and for which the holder of a Member Account has selected for publication of such review ("Review"). Holder of a Member Account acknowledges and agrees that it is responsible for identifying to which website(s) a Review is published, as well as for maintaining links related to the same, and that REVIEW PROMPT is not responsible for the content of any Review or the action of any such third-party website on which the Review may appear. REVIEW PROMPT does not maintain such Reviews, but rather such Reviews are stored by the third-party website and subject to the terms of service, privacy policy and other agreements that govern those third-party websites. You are responsible for ensuring that all Reviews and other use of the third party review websites are in compliance with such websites' terms of service, privacy policy and other agreements that govern those third party websites.

Rather than publishing its review to third party websites, a Reviewer may also write a review to be sent directly to the holder of a Member Account ("Testimonial").

The Reviewer may publish a review or testimonial separately not using the Website, and REVIEW PROMPT is not responsible for any such review or testimonial.

B. Hosting Location

Reviewprompt.com is hosted in the United States. The services provided on the Website are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject REVIEW PROMPT to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website and services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

3. Member Account Acknowledgements and Agreements

REVIEW PROMPT may provide you with the ability to register a member account (“Member Account”), which may provide you with access to additional areas and features of the Website which are not accessible to non-members, including but not limited to the ability to request Reviews and Testimonials from Reviewers, the ability to request that Reviewers upload the same to the Internet, access to an RSS feed of customer Testimonials, the ability to create digital QR Codes, a custom web page, and other customization options. Your Member Account is protected by a username and password. You further understand and acknowledge that your providing access to your Member Account via your username and password, including to a Partner, is your responsibility and you do so at your own risk. You acknowledge that you are solely responsible for maintaining the security and confidentiality of your username and password and for any access to your Member Account. In the event your Member Account is accessed without your authorization, you agree to immediately provide notice to REVIEW PROMPT.

You have a duty to and agree to ensure that the information that You provide through your Member Account is truthful, current, complete, and accurate. You understand and agree that you have an ongoing duty to update and keep current the information provided through your Member Account if and when that information changes. You are expressly prohibited from creating a Member Account that impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third party. You expressly agree that you will not use your Member Account to interfere with or disrupt a third party’s enjoyment and use of the Website. REVIEW PROMPT reserves the right to restrict access to, suspend, disable, or delete your Member Account at any time, in its sole discretion, and without prior warning. You are expressly prohibited from selling, leasing, lending, assigning, or otherwise transferring your Member Account.

By creating a Member Account, you understand and agree that effectiveness or availability of REVIEW PROMPT’s services, including but not limited to the Online Review Software, may be conditional upon the actions of third-party search engines and review websites. In order to ensure that the link to your review page on third party websites is in working order, you must test those links regularly, and we recommend that this be done on a weekly basis. REVIEW PROMPT is not responsible for and will not be held liable for a change in the link structure of third-party websites, including but not limited to search engines or review websites. REVIEW PROMPT further makes no representation or warranty regarding, and cannot control, the actions of third-party websites and/or search engines and thus the ultimate effectiveness of the Website.

By creating a Member Account, you understand and agree that you are utilizing REVIEW PROMPT’s Website to contact your Reviewers to solicit reviews of your goods or services. You understand that REVIEW PROMPT requires certain information in order to contact Reviewers, and you agree to provide such information. You agree that

REVIEW PROMPT will in no event incur liability for any action taken on your behalf or at your direction, including but not limited to communications with your clients. You approve of and are solely responsible for the content of any communications and/or submission to your clients.

By creating an Agency Account, you represent and warrant that you are not bound by or a party to any exclusive arrangement, whether contractual or otherwise, that would prohibit you from using the Website and its associated services.

4. Service Renewal

Your subscription to the Online Review Software will be automatically renewed each month on the date that your subscription began or, in the event that any subsequent month is shorter in length, on the last day of the month. Upon each renewal, unless you cancel your subscription, your selected payment method will be charged without requiring your prior authorization.

5. Service Cancellation

There are three (2) ways to cancel REVIEW PROMPT's Online Review Software Service:

1

You must click the "**Cancel Service**" button located within the Billing Section of your Review Prompt Client Dashboard; (OR),

2

You must email customer service at admin@reviewprompt.com and inform admin that you wish to cancel services immediately; (OR),

Failure to cancel service using one of these two methods may result in continued renewal of the subscription.

Upon successful cancellation, you will receive a cancellation confirmation email. The cancellation confirmation email will contain a unique code and date. In the event of a dispute, the cancellation confirmation email in its entirety must be forwarded to your credit merchant as proof of your date of service cancellation. In the event that the cancellation email is not provided to your credit merchant as proof, you will accept that the cancellation date is the date recorded in the REVIEW PROMPT accounts database. REVIEW PROMPT will provide your credit merchant a copy of the cancellation date recorded in the REVIEW PROMPT database.

6. Termination of Service

REVIEW PROMPT reserves the right to withdraw any service without consulting the Monthly Account Holder prior to withdrawing such service and shall have no liability whatsoever to the Monthly Account Holder in connection with deletion or elimination of any such service.

7. Refunds

REVIEW PROMPT does not provide a refund for any unused portion of prepaid Term charges. No exceptions.

8. Privacy Policy

You understand and agree that the Website is the property of REVIEW PROMPT and is protected by all applicable laws, intellectual property or otherwise. The Website may not be used, modified, copied, distributed, framed, reproduced, crawled, aggregated, reverse engineered, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written consent of REVIEW PROMPT. The foregoing prohibition on crawling and aggregation will not apply to search engines or non-commercial and publicly available archives that appropriately comply with REVIEW PROMPT's robots.txt file.

REVIEW PROMPT hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Website. You are expressly prohibited from reproducing, modifying, distributing, publishing, licensing, creating derivative works of, selling, publicly displaying, or publicly performing the Website outside of the uses expressly stated in this Agreement.

9. Limited License

REVIEW PROMPT has adopted its Privacy Policy to provide you with notification of its collection and use of your personal and personally identifiable information. REVIEW PROMPT hereby incorporates its Privacy Policy into this Agreement by reference as if fully stated herein and you agree to be bound by the terms of the Privacy Policy.

10. User Conduct

You expressly agree that you will not use the Website, your Agency Account, Partner Account or your Affiliate Account to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended uses of the Website, your Agency Account, or your Affiliate Account. Specifically, you are expressly prohibited from:

Transmitting unsolicited commercial email messages, or spam, through the Website or to users of the Website;

Harassing, stalking, or threatening other users or third parties;

Using a robot, spider, scraper, or other automated technology to access the Website;

Imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website;

Posting or transmitting content that threatens or encourages bodily harm or destruction of property;

Posting or transmitting content that infringes upon the intellectual property rights of other users or third parties;

Posting or transmitting content that is defamatory, invasive, obscene, pornographic, or offensive;

Posting or transmitting content that constitutes fraud, an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter; and

Posting or transmitting content that constitutes false advertising, including but not limited to a violation of Part 255 of the FTC's false advertising regulations.

11. REVIEW PROMPT as Interactive Computer Service

REVIEW PROMPT is a provider of the Website, which is an interactive computer service as those terms are defined under Section 230 of the Communications Decency Act. Consequently, REVIEW PROMPT will not be treated as the publisher or speaker of any tortious content posted to or through the Website. REVIEW PROMPT reserves the right to remove any content from the Website that it determines is offensive, unlawful, threatening, defamatory, obscene, or otherwise objectionable, which will be determined in REVIEW PROMPT's sole and absolute discretion.

12. Payment Terms

REVIEW PROMPT may charge fees or charges to you for your purchase of services from REVIEW PROMPT, including but not limited to the Online Review Software. You agree to pay all fees or charges on time, and REVIEW PROMPT may terminate or disable your access to the Website, including your Agency Account, or your Affiliate Account if you fail to pay any amount owing to REVIEW PROMPT when due.

You agree to pay all applicable taxes or charges imposed by any governmental entity anywhere in the world in connection with your use of the Website. All costs and fees are quoted and may be payable in United States Dollars, Canadian Dollars, Australian Dollars, Euros or British Pounds.

You agree that you will not initiate any chargebacks to REVIEW PROMPT unless otherwise authorized by REVIEW PROMPT in writing. You understand and agree that you will be responsible and required to pay for any costs associated with any chargebacks that you have initiated against REVIEW PROMPT.

In the event you dispute the amount or validity of any payments made under this Agreement, you must notify REVIEW PROMPT in writing within five (5) days after the due date for such payments. You understand that your failure to notify REVIEW PROMPT of any dispute within five (5) days will constitute your express waiver of any claims related to the disputed payment.

REVIEW PROMPT reserves the right at any time to modify or discontinue the Website or any of its associated services without notice and in its sole and absolute discretion. REVIEW PROMPT reserves the right at any time to modify the price charged for the services offered through the Website.

All payments are final and non-refundable.

13. Term and Termination

This Agreement will remain in full force and effect until terminated under the terms of this Agreement. You may terminate your Agency Account, Partner Account or Affiliate Account by sending written notice to REVIEW PROMPT at admin@Review Prompt.com. REVIEW PROMPT may terminate this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement.

14. Disclaimer of Warranties

REVIEW PROMPT DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR SERVICES PURCHASED THROUGH THE WEBSITE. REVIEW PROMPT PROVIDES THE WEBSITE AND THE SERVICES SOLD THROUGH THE WEBSITE ON AN AS-IS BASIS AND WITH NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF

IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

REVIEW PROMPT WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONTENT POSTED ON THE WEBSITE, ANY THIRD-PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE WHETHER OR NOT THAT CONTENT IS TRANSMITTED THROUGH AGENCY ACCOUNTS OR AFFILIATE ACCOUNTS. REVIEW PROMPT DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, UNAUTHORIZED ACCESS TO A AGENCY ACCOUNT, OR ALTERATION THEREOF. REVIEW PROMPT RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

REVIEW PROMPT FURTHER DISCLAIMS ANY WARRANTY WITH REGARD TO SEARCH ENGINE RESULTS AND RANKINGS BASED UPON THE PROPRIETARY ALGORITHMS OF SEARCH ENGINE PROVIDERS THAT ARE SUBJECT TO CHANGE. REVIEW PROMPT FURTHER DISCLAIMS ANY WARRANTY WITH REGARD TO THE CONTINUED OPERATION OF ANY THIRD-PARTY REVIEW WEBSITE AND ITS EFFECT UPON ANY SEARCH ENGINE RESULTS AND RANKINGS.

15. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT THE QUALITY AND EFFECTIVENESS OF THE WEBSITE AND SERVICES PROVIDED BY REVIEW PROMPT MAY VARY WITH CHANGES IN THIRD PARTY TECHNOLOGY OVER WHICH REVIEW PROMPT HAS NO CONTROL, INCLUDING BUT NOT LIMITED TO CHANGES IN OR MODIFICATIONS TO SEARCH ENGINE ALGORITHMS, THIRD PARTY WEBSITE AGREEMENTS, SUSPENSION OF ACCOUNTS, DELETION OF BUSINESS LISTINGS OR REVIEWS, OR THE MODIFICATION, SUSPENSION, OR DELETION OF THIRD-PARTY REVIEW WEBSITES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT REVIEW PROMPT IS NOT RESPONSIBLE FOR OR LIABLE FOR ANY REVIEW, TESTIMONIAL OR OTHER FEEDBACK AND ITS IMPACT ON YOU AND/OR YOUR BUSINESS AS WELL AS YOUR BREACH OF TERMS OF SERVICE, PRIVACY POLICY OR OTHER AGREEMENTS OF THIRD-PARTY REVIEW OR OTHER WEBSITES. REVIEW PROMPT WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE WEBSITE OR YOUR USE OF SERVICES SOLD THROUGH THE WEBSITE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE

MAXIMUM AMOUNT THAT REVIEW PROMPT CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID FOR SERVICES PURCHASED THROUGH THE WEBSITE, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO REVIEW PROMPT, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR STATE OR PROVINCE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW OF YOUR STATE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

16. Indemnification

You agree to hold harmless, indemnify, and defend REVIEW PROMPT, its officers, employees, agents, successors, and assigns, from any and all claims, demands, losses, damages, rights, and actions of any kind, including without limitation property damage, infringement, personal injury, and death, that either directly or indirectly arises out of or is related to your use of the Website, your use of any services purchased through the Website, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance, regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party. Your obligation to defend REVIEW PROMPT under the terms of this Agreement will not provide you with the right to control REVIEW PROMPT’s defense, and REVIEW PROMPT reserves the right to control its defense regardless of your contractual requirement to defend REVIEW PROMPT.

17. Assignment

You hereby understand and agree that you are prohibited from assigning your rights and obligations under this Agreement. REVIEW PROMPT may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Website.

18. Resolution of Disputes and Governing Law

This Agreement will be interpreted under and governed by the laws of the Province of Las Vegas, Nevada without giving effect to any conflicts of laws principles. You agree that any claim or dispute that you may have against REVIEW PROMPT will be exclusively resolved through arbitration.

YOU AND REVIEW PROMPT AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE PURCHASE OF SERVICES FROM REVIEW PROMPT, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN LAS VEGAS, NEVADA AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE PROVINCE OF NEVADA AND THE FEDERAL LAWS OF THE UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND REVIEW PROMPT AGREE THAT BOTH PARTIES WILL BE REQUIRED TO BE PRESENT WITHIN THE PROVINCE OF NEVADA IN ORDER TO PERFORM THEIR OBLIGATIONS UNDER THIS AGREEMENT. YOU AND REVIEW PROMPT AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

19. COPPA Compliance

The Website is not directed to persons under the age of eighteen (18) and REVIEW PROMPT will not knowingly collect personally identifiable information from children under the age of eighteen (18). If REVIEW PROMPT inadvertently collects personally identifiable information, REVIEW PROMPT will delete the personally identifiable information in accordance with its security protocols, upon notice.

20. Copyright Policy

The Website, and the content contained within, as defined by the REVIEW PROMPT Terms of Service Agreement, is the property of REVIEW PROMPT. REVIEW PROMPT grants you a limited license to access and use the Website.

REVIEW PROMPT will respond to specific notices of copyright infringement that comply with the Digital Millennium Copyright Act. REVIEW PROMPT may expeditiously remove copyright infringing materials from its Website, regardless of

REVIEW PROMPT's liability, upon receipt of a notice that complies with the terms of the Digital Millennium Copyright Act's § 512, located at 17 U.S.C. § 512(c)(3). REVIEW PROMPT, upon removal of any materials that are alleged to be infringing, will make a good faith attempt to notify the owner or uploader of the materials so that they may respond with a counter-notification under 17 U.S.C. § 512(g)(3).

If you believe that content hosted on the Website infringes upon your copyright rights, please follow the Digital Millennium Copyright Act steps outlined below:

1. Reviews and Testimonials

If you are a copyright owner, or the authorized agent of a copyright owner, and you believe that content hosted on the Website infringes upon your copyright rights, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our registered Copyright Agent with the following information in writing:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple works have been allegedly infringed, a specific list of such works and their specific location on the Website;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit REVIEW PROMPT to locate the material;

Information reasonably sufficient to permit REVIEW PROMPT to contact you, such as an address, telephone number, fax number, and, if available, an email address;

A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

2. Counter-Notification

If you believe that content has been removed from the Website in error, you may file a counter-notification with REVIEW PROMPT's designated Copyright Agent that complies with the requirements of 17 U.S.C. § 512(g)(2) and (g)(3) outlined below. Upon

receipt of a counter-notification complying with the requirements of 17 U.S.C. § 512, REVIEW PROMPT may return the allegedly infringing content to the Website.

A counter-notification must include:

- i.** Identification of the specific materials that have been removed from the Website;
- ii.** Your name, address, telephone number, and email address;
- iii.** A statement that, under penalty of perjury, you have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material;
- iv.** A statement that you consent to federal district court jurisdiction in the district in which your address is located or, if your address is outside of the United States, that you consent to jurisdiction in any district in which REVIEW PROMPT may be found and that you will accept service of process from the person who provided notification or their agent; and
- v.** Your physical or electronic signature.

3. Notice of infringement

REVIEW PROMPT will maintain a designated Copyright Agent, who will receive notifications of alleged infringement. You recognize that if you fail to comply with the requirements of the Digital Millennium Copyright Act's notification requirements, your DMCA notice may not be processed. Notices of infringement and counter-notifications may be sent to:

Designated Agent: Taubra llc.
Attn: Managing Member
8465 W Sahara Ave #514,
Las Vegas, NV 89117
admin@ReviewPrompt.com

21. Data

Our website will maintain certain data that is transferred to the Website for the purpose of the performance of the Website services, as well as data relating to use of the services. Although we perform regular routine backups of data, you are primarily responsible for all data transferred or that relates to any activity you have undertaken using the Website services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

22. Electronic Contracting

Your use of the Website includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE WEBSITE, INCLUDING NOTICES OF CANCELLATION AND APPLICATIONS.

23. Additional Provisions

A finding that any term or provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of this Agreement. Any term or provision of this Agreement that is found to be invalid or unenforceable will be reformed to the extent necessary to make it valid and enforceable.

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

This Agreement and the Privacy Policy incorporated by reference constitute the entire agreement between you and REVIEW PROMPT with respect to the Website. You understand and agree that there are no further understandings, agreements, or representations with respect to the Website that are not specified in this Agreement. You understand and agree that any additional provisions that may appear in any communication from you will not bind REVIEW PROMPT.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

REVIEW PROMPT AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY SERVICES PURCHASED THROUGH THE WEBSITE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST REVIEW PROMPT ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY,