

# Terms of Use

Last updated: OCT 27, 2023

THESE TERMS OF USE (THE “TERMS OF USE”) CONSTITUTE A BINDING LEGAL CONTRACT. ALL USERS (AS DEFINED HEREIN) SHOULD CAREFULLY READ THESE TERMS OF USE BEFORE ACCESSING ANTARESSOCIAL.COM USING ANY SERVICES AVAILABLE AT ANTARESSOCIAL.COM. EACH USER AGREES TO BE BOUND BY THESE TERMS OF USE AND TO BE LIABLE TO ANTARES TECHNOLOGY LLC A CALIFORNIA CORPORATION (THE “COMPANY”) FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF THE USER DOES NOT AGREE TO THESE TERMS OF USE, USER SHOULD NOT USE THE SERVICES.

1. Users. The users of antaressocial.com consist of the following roles (collectively the “Users”):
  - A. A “Potential Customer” may view the publicly available content on antaressocial.com without logging in.
  - B. An “Owner” is an individual that has purchased a plan for a single or multiple Users, or has signed up for a free trial.
    - An Owner may create Calendars (as defined below); may create, edit, preview, view, delete, schedule, approve, boost with ads, assign and comment upon content on their Calendars; may invite other Collaborators, up to the allotted User amount provided under the plan purchased, to their Calendars; may assign and modify the roles of all invited Collaborators; and may connect social and ad accounts to their Calendars.
    - As used herein, a “Calendar” means a digital timetable used to create, manage, and schedule social media content.
  - C. Editors, Contributors, Clients and Viewers that are granted access to Owner’s Calendars (collectively, “Collaborators”) have the following rights and restrictions:
    - An “Editor” may create, edit, preview, view, delete, schedule, approve, boost with ads, assign and comment upon content on Calendars he or she has been granted access to by the Owner; may invite other Collaborators, up to the allotted User amount provided under the plan purchased by the Owner, to such Calendars; may assign and modify the role of Contributors, Clients, and Viewers using such Calendars; and may connect social and ad accounts to such Calendars. An Editor may not delete, assign or otherwise transfer Calendars he or she has been granted access to by the Owner.
    - A “Contributor” may create, edit, preview, view, assign and comment upon content on Calendars he or she has been granted access to by the Owner or an Editor. A Contributor may not delete, schedule, approve or boost with ads content on Calendars he or she has been granted access to by the Owner or an Editor; may not invite Collaborators to such Calendars; may not assign or modify the role of other Collaborators; may not connect social or ad accounts to such Calendars; and may not delete, assign or otherwise transfer such Calendars.

- A “Client” may view, delete, assign, schedule, and comment upon content on Calendars he or she has been granted access to by the Owner or an Editor; may invite other Collaborators, up to the allotted User amount provided under the plan purchased by the Owner, to such Calendars; may connect social and ad accounts to Calendars; and may manage his or her own role. A Client may not preview, create, edit, approve or boost with ads content on Calendars he or she has been granted access to by the Owner or an Editor; may not assign or modify the role of other Collaborators; and may not delete, assign or otherwise transfer such Calendars.
  - A “Viewer” may view and comment upon content on Calendars he or she has been granted access to by the Owner or an Editor; and may manage his or her own role. A Viewer may not create, edit, preview, delete, assign, schedule, approve or boost with ads content on Calendars he or she has been granted access to by the Owner or an Editor; may not invite Collaborators to such Calendars; may not assign or modify the role of other Collaborators; may not connect social or ad accounts to such Calendars; and may not delete, assign or otherwise transfer such Calendars.
2. Services; License.
- A. The “Services” shall refer to the products offered by the Company that include, but are not limited to, the scheduling, managing, uploading and facilitating of social media content via Calendars, and related analytical, interaction management and URL shortening tools.
  - B. The Company hereby grants to Owner a revocable, limited, assignable, non-sublicensable, non-exclusive license for the duration of Owner’s subscription to access and use the Services purchased or made available temporarily through a free trial offer made by the Company.
  - C. The Company hereby grants to Editors, Contributors, Clients, and Viewers a revocable, limited, non-sublicensable, non-exclusive license for the duration of Owner’s subscription to access the Owner’s Calendar or Calendars, subject to the rights and limitations set forth above in Section 1(c). Editors, Contributors, Clients and Viewers acknowledge and agree that this license may only be assigned by the Owner, in the Owner’s sole discretion.
  - D. The Collaborators hereby grant to Owner an irrevocable, non-exclusive license for the duration of Owner’s subscription to post content on social media platforms through Calendars, subject to the limitations set forth in these Terms of Use.
  - E. The licenses granted in subsections (b)-(c) above may be terminated immediately and without notice as provided in Section 16 of these Terms of Use. All rights not expressly granted in these Terms of Use are reserved.
  - F. The Users hereby grant to Company an exclusive, non-revocable, worldwide, royalty free license to use, copy, sublicense through multiple tiers, publish, reproduce, prepare derivative works, distribute, and display any feedback or suggestions communicated to Company (“Suggestions”), or any derivative works thereof. Without limiting the foregoing, Company will be entitled to unrestricted use and other exploitation of Suggestions for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Suggestions.
3. Limitations. Users may not circumvent any technological measures or features of the Services that are intended to or effectively control access to the Services, or any other

protected content or information included on the Services. The Services may contain robot exclusion headers. Users agree to not use any robot, spider, crawler, scraper or other automated means to access the Services for any purpose without the Company's express prior written consent. Users further agree to not (i) take any action that imposes or may impose, in the Company's sole discretion, an unreasonable or disproportionately large load on the Service's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Service; or (iii) bypass any measures the Services may use to prevent or restrict access to the Services. The Company and Owner reserve the right to refuse the use of or access to the Services for any User, upon notice to the Owner or Company, as appropriate, for any reason in the Company's or Owner's discretion.

4. Changes to Terms of Use. The Company reserves the right in its sole discretion, to modify, update, or otherwise revise these Terms of Use at any time. Such revisions shall be effective immediately upon posting revised Terms of Use on the Services. Company shall notify Users of any material changes to these Terms of Use upon change. By using the Services after the Company has posted any modification, updates, or revisions, Users agree to be bound by such revised Terms of Use. Users shall have the right to immediately terminate these Terms of Use by terminating any use of or access to the Services, if any modification, update, or other change to these Terms of Use is not acceptable to Users.
5. Intellectual Property Ownership
  - A. Company acknowledges and agrees that information submitted by Users to Company as part of registration, and any data, photographs, text, graphics, video, and other material that is submitted or posted through the Services ("User Content") remain Users' intellectual property, and Company does not claim any ownership of the copyright or other proprietary rights in such information and User Content. Notwithstanding the foregoing, Users agree that Company may retain copies of all registration information and User Content and use such information and User Content as reasonably necessary for or incidental to its operation of the Services and as described in these Terms and the Company's Privacy Policy, and grants to the Company a non-exclusive, revocable, worldwide, royalty free license to use, copy, publish, reproduce, prepare derivative works, distribute, and display the User Content, or any derivative works thereof, on the Services. Such license shall be deemed granted as of the moment of registration without the necessity of any further action on the part of either party. Users represent and warrant to the Company with respect to the User Content and the Suggestions that the content, and the license of rights in and to such content, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third-party, and that posting or otherwise using any content will not violate any applicable laws, rules, or regulations.
  - B. The Company and Owner make no representation or warranties with respect to the reliability or performance of the Services, and will not be liable to anyone for losses, damages, liabilities, settlements, causes of actions, or other claims arising out of or due to the use of the Services. Users waive any such claims it may have against the Company for access to or the use of the Services.
  - C. Users shall indemnify and hold harmless the Company, and its respective officers, directors, employees, shareholders, members, managers, and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any claim that (i) an Editor or Contributor may have against Owner, (ii) the User Content

or any portion of the content infringes the rights of any third-party, and (iii) Owner content or any portion of the content infringes the rights of any Editor or Contributor. USERS ACKNOWLEDGE THAT THE FOREGOING SENTENCE MEANS THAT USERS MUST OBTAIN ASSIGNMENTS OR LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE CONTENT, INCLUDING AFFILIATES, PHOTOGRAPHERS, AND OTHER THIRD-PARTY CONTRIBUTORS, AS NECESSARY FOR USERS TO LICENSE THE CONTENT AND TO OTHERWISE MAKE FULL USE OF THE CONTENT UNDER THESE TERMS OF USE. IF ANY USER FAILS TO DO SO, THE USER WILL ASSUME AND REIMBURSE THE COMPANY FOR THE COST OF DEFENDING THE COMPANY AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

- D. Users agree not to challenge the Company's rights in and to the Services, or to take any action inconsistent with the provisions of this Section 5 of these Terms of Use.
  - E. Except as set forth in any agreement between Owner and Collaborators, without limiting the generality of this Section 5(f), Collaborators acknowledge and agree that Owner shall have full rights to use and access any and all content provided by or made accessible by Collaborators. Users acknowledge and agree that Company may grant access to User's content to third-parties for support purposes or for any lawful purpose reasonably deemed appropriate by the Company.
  - F. To the extent an Owner contributes any content that a Collaborator desires to be removed, Collaborator shall
  - G. Owner to remove such content. Further, Collaborators shall indemnify Company pursuant to Section 5(d) in all claims against Owner.
6. Links to Other Services. The Services are integrated with and link to other services ("Linked Services").
- A. The integration has been provided for Users' convenience and, as such, Users access the Linked Services at their own risk. The Linked Services are not under Company's control, and Company is not responsible for the contents of any Linked Services. A link does not imply endorsement of, sponsorship of, or affiliation with the linked site by Company. Without limiting the generality of the foregoing, the Company is not responsible and shall have no liability for any viruses or other illicit code that results from accessing the Linked Services.
  - B. Collaborators acknowledge and agree that the functionality of the Services depend on Owner assigning Collaborators access to the calendar. As long as Users utilize Company's Services and its Linked Services, Users acknowledge and agree that Company shall have access to, and a license to use (per Section 2) the content of such Linked Services.
  - C. Users acknowledge and agree that they are simultaneously bound by each Linked Service's terms and policies, which may specify rules and restrictions for posting certain content, and the Linked Services's practices for using, storing and facilitating the exercise of certain rights in respect to personal information. Users further acknowledge and agree that they are solely responsible for reviewing and accepting Linked Services' terms and any liability that arises from or in relation to its breach of any such terms. The terms of each Linked Service, which only apply to the extent a User links or otherwise uses the Linked Service, can be accessed through the following links:
    - [Facebook](#)

- [Twitter](#)
- [Instagram](#)
- [Pinterest](#)
- [LinkedIn](#)
- [Google Business Profile](#)
- [YouTube](#)
- [TikTok](#)
- [Unsplash](#)
- [Giphy](#)

- D. With Linked Services for third-party integration, Users may be asked to verify credentials in the future. It is the Users' sole responsibility to track, refresh, and monitor credentials. Please see the Company's Privacy Policy for more information about how Users can alter the security settings for these Linked Services.
- E. Users acknowledge and agree that Linked Services may add, remove, bifurcate, and otherwise modify features of their third-party services ("Modifications"). Company is not responsible and shall have no liability for disturbances of Company Services caused by Modifications to Linked Services.
- F. Company has and will continue to integrate with ad accounts from Linked Services (the "Post Sponsoring Feature"). **By using the Post Sponsoring Feature, the User: (i) agrees to strictly adhere to the Linked Service's advertising policies; and (ii) accepts the risk of any adjustments made by the Linked Service which may cause an unintentional increase or decrease to the budget that will be used by the Linked Service.** For example, the Company's integration with the Facebook Marketing API accurately reflects Facebook's stated foreign currency offset as of October 1, 2018, and will be periodically updated, but there is a risk that Facebook may adjust the foreign currency offset and temporarily render the Company's API inaccurate. It is the User's sole responsibility to continuously monitor the charges made by any Linked Services and to terminate the advertising campaign in the event the User's budget is exceeded. **Anatares shall in no way be held liable and hereby explicitly disclaims any responsibility for any charges that User may incur that relate to the Post Sponsoring Feature.**
- G. **Anatares's** use and transfer of information received from Google APIs will adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.
7. Assignment. The Company, in its sole discretion, may freely assign these Terms of Use.
8. Interruptions to the Services. Users acknowledge that access to the Services may from time-to-time be unavailable to Users, whether because of technical failures or interruptions, intentional downtime for Services or changes to the Services, or otherwise. Users agree that any modification of the Services, and any interruption or unavailability of access to the Services shall not constitute a default of any obligations of the Company under these Terms of Use, and the Company shall have no liability of any nature to Users for any such modifications, interruptions, unavailability, or failure of access.
9. Removal of Content.
- A. The Company reserves the right for any reason, in its sole discretion, and with no obligation, to remove or temporarily suspend the posting of any content that violates these Terms of Use or is otherwise unacceptable to the Company.

- B. Collaborators agree and acknowledge that (i) Owner has administrative control over the Services, including but not limited to Calendars and postings, and (ii) Owners and Editors may remove any content at the Owner's or Editor's sole discretion.
10. Technical and Customer Support. Users may contact Company for technical support using the following email: support@antaressocial.com.
11. Representations, Warranties, and Covenants. Users represent, warrant, and covenant the following:
- A. Users have all rights, title and interest, including all copyright rights and other intellectual property rights, in and to the content they submit or post. Users acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, the Company may immediately remove the identified materials from the Services without liability to Users or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the DMCA.
  - B. Users shall not knowingly submit or post any information that is false or misleading, including any content with any false or misleading information.
  - C. Users shall not use their accounts to breach the security or gain access to the account of any other Users.
  - D. If any graphical content includes any persons, or the likeness or image of any person, Users have obtained the written consent of each such person to the display of the person's likeness or image in the graphic, including a waiver of all applicable publicity rights, and shall deliver a copy of such consent to the Company upon consent.
  - E. There is no claim, litigation or proceeding pending or threatened with respect to the content submitted by Users.
  - F. Users shall not use post or transmit any harassing, threatening, infringing, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or material that violates federal, state, or local laws and regulations.
  - G. By using the Services, these Terms of Use will be valid, binding and enforceable with respect to Users in accordance with these terms. The performance of Users' obligations under these Terms of Use will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which Users are bound.
  - H. These Terms of Use, upon use of the Services, will be valid, binding and enforceable in accordance with its terms with respect to Users.
  - I. The provisions of the services provided under these Terms of Use and the fulfillment of Users' obligations as contemplated under these Terms of Use are proper and lawful.
  - J. Users are not and shall not be under any restriction or prohibition related to the performance of its obligations under these Terms of Use.
  - K. Subject to the license provided in Section 2, Users shall maintain the confidentiality to the extent a User gains access to such personal information of Collaborators. To the extent a User desires to share or make available Collaborator information with third-parties, User shall obtain prior consent from Collaborator.
  - L. Users are responsible for ensuring that all activities that occur in connection with its administration of the Services comply with these Terms of Use. Users acknowledge and agree that Company's responsibilities do not extend to the internal management or administration of the Services and Company is merely a data-processor. Company does

not exercise editorial control or review over the content or nature of any User content or post or any SMS, e-mail, or other transmission or other material created or accessible over or through the Services.

- M. Pursuant to Section 19, Owner is responsible for the payment of all fees and other terms and conditions as negotiated by the Company and Owner.
  - N. Users shall provide Company with accurate, current and complete registration information.
  - O. User shall not use the Services, provide any personal information to the Company, or otherwise submit personal information through the Services (including, for example, a name, address, telephone number, or email address) if User is under the Minimum Age. The "Minimum Age" is (i) thirteen (13), or (ii) the minimum age to consent to the processing of User's personal data as required by the laws of User's country. Additionally, User shall only use the Services if User can form a binding contract with the Company and is not legally prohibited from using the Services.
  - P. Any information used by any User to access the Services, including without limitation, any Users identification or password to the Services, shall be maintained by Users as confidential and available exclusively for Users, as appropriate, as provided in these Terms of Use ("Confidential Login Information"). Users shall refrain from sharing Confidential Login Information with any third-parties, except as otherwise required by law.
12. Confidential Information. Except as set forth in Section 2, as ordered by a court of competent jurisdiction or as otherwise required by law, Company shall refrain from sharing Confidential Login Information and any other confidential User information. Users shall adhere to their confidentiality obligations set forth in Section 11.
13. No Warranty; Disclaimer.
- A. THE LICENSE GRANTED TO USERS UNDER THESE TERMS OF USE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY NATURE.
  - B. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. Limitation of Liability.
- A. THE COMPANY'S ENTIRE AND CUMULATIVE LIABILITIES TO USERS, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE SERVICES OR CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO \$50.00.
  - B. WITHOUT LIMITING AND NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE COMPANY BE LIABLE TO ANY USER FOR ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, GENERAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF FORESEEABLE OR IF THE COMPANY OR OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE.

- C. WITHOUT LIMITING THE FOREGOING, USERS ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE SERVICES AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD-PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD-PARTIES CAN IMPAIR OR DISRUPT USERS' OR OTHER THIRD-PARTIES' CONNECTIONS TO THE INTERNET, OR PORTIONS OF THE INTERNET. ALTHOUGH THE COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, THE COMPANY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, THE COMPANY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- D. AS SET FORTH IN SECTION 6, IN NO EVENT SHALL THE COMPANY BE LIABLE TO ANY USER FOR ERRORS IN POSTING CONTENT OR ANY OTHER DISRUPTIONS IN THE SERVICES RESULTING FROM A MODIFICATION TO THE SERVICES OF THIRD-PARTY BY LINKED SERVICES.
15. Injunction. The Company and Users agree that a breach or violation of Sections 5, 7, 11, or 12 of these Terms of Use will result in immediate and irreparable injury and harm to the Company. In such event, the Company shall have, in addition to any and all remedies of law and other consequences under these Terms of Use, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under these Terms of Use; provided, however, that, this shall in no way limit any other remedies which the Company may have, including, without limitation, the right to seek monetary damages.
16. Termination.
- A. The Company or Owner may at any time and without notice terminate or modify Collaborator's license.
- B. Upon termination of Collaborator's license granted in these Terms of Use, all licenses granted and all services provided to Collaborator under these Terms of Use shall terminate immediately.
- C. The Company may at any time and without notice terminate Owner's license upon the occurrence of any of the following events: (1) Owner requests to terminate account; or (2) Owner breaches or defaults under any material term of condition of these Terms of Use; or (3) fails to timely pay any required subscription fees.
17. Indemnification. In addition to Users' obligation to indemnify under Sections 5(d) and (g), Users agree to indemnify and hold harmless the Company and its officers, directors, employees, shareholders, members, and manager from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with (i) these Terms of Use, (ii) the submission of any content by any User that infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world or (iii) any disputes between Users relating to the Company's Services or any agreements made between those Users. The Company shall have the right to control its own defense and engage legal counsel acceptable to the Company.



18. Proprietary and other Notices. Users agree that they will not alter or remove any trademarks or copyright notices and disclaimers located or used on, or in connection with, the Services or any printouts of the Services allowed under these Terms of Use.
19. Fees and Payment.
  - A. Owner will pay Company all applicable fees and any related taxes (other than taxes on Company's income) for use of the Services. Company may change its fees for current paying Owners by providing advanced written notice to such paying Owners. Owner authorizes Company to charge the applicable fees to the payment card that Owner submits to Company and agrees that a third-party credit card processing company may store such financial information. Owner will pay all fees and taxes as they become due. Owner's obligation to pay fees continues through the end of the subscription period. If Owner's payment card issuer or bank does not honor charges Owner has paid using Owner's card, Owner will remain directly liable to Company for all unpaid amounts. Owner may cancel his or her subscription by sending an email to support@antaressocial.com or through the Owner's account on antaressocial.com.
  - B. By signing up for a subscription, Owner agrees that his or her subscription will be automatically renewed upon completion of the subscription term. Unless Owner cancels prior to the completion of the subscription term, Owner authorizes Company to charge the payment card provided for the renewal term. The period of auto-renewal will be the same as the initial monthly or yearly subscription period unless otherwise disclosed to Owner at the time of subscription purchase. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless Owner is notified of a rate change prior to the auto-renewal. Owner must cancel his or her subscription in accordance with the cancellation procedures in Section 19(a) or as otherwise agreed in writing. Company will not refund fees that may have accrued to Owner's account and will not prorate fees for a cancelled subscription.
  - C. Nonpayment of any fees or other sums due to Company or any other party related to Owner's use of the Services will result in termination. Company may, at its discretion, also appoint an outside debt collection agency to collect amounts owed to Company. Owner agrees to reimburse Company for all costs that Company incurs in enforcing its collection of Owner's unpaid amounts, including debt collection agency fees, reasonable attorneys' and legal fees and court costs.
  - D. All overcharges or billing disputes must be reported within 30 days of the date that the dispute occurred. If Owner disputes a charge to his or her payment card issuer that, in the Company's reasonable judgment, is a valid charge under the provision of this Agreement, Owner agrees to reimburse the Company for its reasonable costs incurred in connection with the investigation of the matter. Company will refund any such fees if the investigation finds that Owner's action in disputing the charge to his or her card issuer was justified because the charge was not, in fact, a valid charge under the provisions of this Agreement.
  - E. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.
  - F. Upon cancellation of a subscription or free trial, Company shall switch calendars to view only mode and continue to toll analytics for a period of one (1) month to prevent a gap in data in the event that the Owner desires to renew their subscription.

- G. In the event that an Owner desires to modify his or her subscription plan to gain additional capabilities provided by the Company's Services ("Upgrade"), the increase in charge is automatically adjusted and applied to the Owner's account for the current term and all future renewals. The Company does offer pro-rated adjustments where appropriate. An Upgrade occurs when either an Owner (i) changes from a lower to a higher tier plan, or (ii) changes from a monthly to yearly subscription but maintains the same tier plan.
- H. In the event that an Owner desires to modify their subscription plan to have fewer capabilities provided by the Company's Services ("Downgrade"), the decrease in charge is only applied after the subscription term concludes. A Downgrade occurs when an Owner (i) changes from a higher to a lower tier plan, or (ii) changes from a yearly to a monthly subscription but maintains the same plan. Downgrade may only occur at the end of a subscription term whether monthly or yearly. In the event of a Downgrade, the subscription tier will be maintained, but will not renew. Once the term for that subscription concludes, a new subscription reflecting the Downgrade will commence.

20. General.

- A. Notices. All notices, demands, or consents required or permitted under these Terms of Use shall be in writing and shall be delivered via email, return receipt requested at the following addresses: If to the Company: support@antaressocial.com.
- B. The foregoing addresses may be changed from time-to-time by updating these Terms of Use or updating the Owner's email address for the Owner's account, as applicable.
  - Governing Law; Submission to Jurisdiction. These Terms of Use shall be governed by and construed in accordance with the laws of the state of California. Users acknowledge that by using the services provided under these Terms of Use, Users have transacted business in the state of California. By transacting business in the state of California, Users voluntarily submit and to, and waive any defense to the jurisdiction of courts located in San Joaquin County, state of California, as to all matters relating to or arising from these Terms of Use.
  - Costs of Litigation. If any action is brought by either party against the other party regarding the subject matter of these Terms of Use, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.
  - Severability. Any provision of these Terms of Use which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of these Terms of Use.
  - No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in these Terms of Use shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in these Terms of Use. The subsequent acceptance of any payment due under these Terms of Use by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in these Terms of Use.
  - Entire Agreement; Modifications Only in Writing. These Terms of Use (i) constitute the entire agreement between the Company and Users concerning the Services, content, and all other subject matter of these Terms of Use; and (ii) supersede any

contemporaneous or prior proposal, representation, agreement, or understanding between the parties.

- **No Third-Party Beneficiaries.** These Terms of Use are for the sole and exclusive benefit of the Company and Users and are not intended to benefit any third-party. No third-party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Terms of Use.
- **Survival.** The provisions of Sections 5, 7, 11, 12, 13, 14, 16, 17, 18, and 19 of these Terms of Use shall survive the termination of these Terms of Use.
- **Binding Contract.** THIS IS A BINDING LEGAL CONTRACT. ALL USERS AGREE TO BE BOUND BY THESE TERMS OF USE, AND BE LIABLE TO THE COMPANY FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF ANY USER DOES NOT AGREE TO THESE TERMS OF USE, USER SHOULD NOT USE THE SERVICES.