**Reasn Terms of Use**

*Last updated on December 22, 2022*

Reasn Technologies, Inc. d/b/a Reasn (“**Reasn**”) helps consumers research and hire a variety of service providers. The following Terms of Use outline your obligations when using the Reasn websites, mobile applications, and services.

1. **ACCEPTANCE OF TERMS**

The Reasn website available at www.Reasn.app, the Reasn mobile application, all related sites and mobile applications, and the various content, features, and services offered on and in connection with these sites and applications (collectively, the “**Sites and Services**”) are owned and operated by Reasn and can only be accessed and used by you under the Terms of Use described below (“**Terms of Use**”).

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITES AND SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AS IT MAY BE AMENDED FROM TIME TO TIME IN THE FUTURE. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MUST NOT ACCESS AND USE THE SITES AND SERVICES. IF YOU ARE DISSATISFIED WITH THESE TERMS OF USE OR ANY RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE SITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND SERVICES.

IF YOU ARE ENTERING INTO THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF USE, IN WHICH CASE THE TERMS “**YOU**” OR “**YOUR**” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MUST NOT ACCEPT THESE TERMS OF USE AND MAY NOT USE THE SERVICES.

1. **MODIFICATIONS OF TERMS OF USE**

Reasn may, in its sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Sites and Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Sites and Services to obtain timely notice of such changes. If you do not agree to the amended terms, you agree to immediately stop using the Sites and Services and to provide Reasn notice to remove you from any distribution lists or other communication lists that are available to you through your use of the Sites and Services. YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

1. **USE OF THE SITE AND SERVICES**
	1. **Intellectual Property Rights**

All material that is available on the Site or through the Services and all material and services provided by or through Reasn, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, graphics, logos, page headers, button icons, scripts, and service names, software, all informational text, software documentation, design of and “look and feel”, layout, photographs, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “**Materials**”), are owned by us or our licensors or service providers, and are the trademarks or trade dress of Reasn in the U.S. and/or other countries. These trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion.

You should assume all content and material made available on the Sites and Services is protected by copyright law. Aside from user-submitted Content (as defined below), all other Materials and other information on the Sites and Services are the exclusive property of Reasn and/or its licensors and are protected by all United States and international copyright laws.

Subject to full compliance with these Terms of Use, Reasn grants you a nonexclusive, non-transferable, non-sublicensable, non-exclusive, revocable, limited-purpose right to access and use the Sites and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Sites or Services or any of their content for any purpose except for your personal use and as described in these Terms of Use, without the express written consent of Reasn. Reasn may modify, update, suspend or discontinue the Sites and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. Reasn shall not be liable to any user or other third party for any such modification, update, suspension or discontinuance.

If Reasn, in its sole discretion and without notice, considers there to be immediate security or operational risk to the Sites and Services or any of its, your or a third party’s systems, then Reasn may immediately suspend access to or use of the Sites and Services. The suspension of use and access is not a breach of these Terms of Use. You acknowledge that the preservation of security, confidentiality and data is paramount. Reasn has no liability to you for suspending the Sites and Services under this provision.

With the exception of your Content (which is addressed and defined in Section 4 below), you agree that any ideas, suggestions, concepts, processes or techniques which you provide to Reasn related to the Services, the Site or Reasn or its business (“**Feedback**”) are and will be Reasn’s exclusive property without any compensation or other consideration payable to you by Reasn, and you do so of your own free will and volition. Reasn may or may not, in its sole discretion, use or incorporate the Feedback in whatever form or derivative Reasn may decide into the Site, the Services, its software, documentation, business or other products or services, or any future versions or derivatives of the foregoing. You hereby assign all rights on a worldwide basis in perpetuity to Reasn in any Feedback and, as applicable, waive any moral rights.

Reasn retains the right to use or share any Aggregated Data (as defined below) generated by anyone using the Site and Services, including by you and our other users, for any purpose, including without limitation developing, enhancing and providing the Site and Services and Reasn’s other current and future products and services. “**Aggregated Data**” means data that does not contain personal information and which has been manipulated or combined to provide generalized, anonymous information. You are still responsible for any and all personal information that is part of any Content. For the purposes of these Terms of Use [and the Privacy Policy], “**Personal Information**” is any information about an identifiable individual, as defined in our Privacy Policy.

* 1. **Your Account**

We may require that you create an account to use or access certain parts of the Sites and Services and use certain products and features. If you sign up for a Reasn account (an “**Account**”), your right to access your Account and use the Sites and Services is personal to you and is not transferable by you to any other person or entity. You are solely responsible for all activities that occur under your Account. If you become aware of any unauthorized use of your Account, you are responsible for notifying Reasn immediately. It is your responsibility to update or change any Account, as appropriate.

We may require that you provide login information such as a username and password to access and utilize your Account. As a condition of your use of the Sites and Service, you agree to (a) provide Reasn with true, accurate, current and complete information as prompted by the Reasn’s registration forms, when registering for or using the Sites and Services and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under your username and password. While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact us if you have questions about managing multiple accounts.

* 1. **Your Subscription**

In order to receive the services through the Sites and Services, you will be required to purchase a subscription (“**Subscriptions**”) either by (i) paying a subscription fee plus applicable taxes in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or (ii) pre-payment giving you access to the Sites and Services for a specific time period ("**Pre-Paid Period**"). Notwithstanding the above, Your Subscriptions may begin with a free trial. Availability of a free trial is not guaranteed and, if one is available, is only available on the specified terms of the free trial. Tax rates are calculated based on the information you provide and the applicable rate at the time of your payment is charged.

* 1. **Price and tax changes**

Reasn may from time to time make changes to Subscription requirements, including without limitation, modifications to the price of monthly subscriptions or the Pre-Paid Period (for periods not yet paid), and will communicate any changes to you in advance. Price changes will take effect at the start of the next subscription period following the date of the price change and, by continuing to use the Sites and Services after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Subscriptions prior to the price change going into effect.

Tax rates are based on the rates applicable at the time your payment is charged. These amounts can change over time based on local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

* 1. **Renewal and Cancellation**

With the exception of Subscriptions for a Pre-Paid Period, your payment to Reasn or the third party through which you purchased the Subscriptions will automatically renew at the end of the applicable subscription period, unless you cancel your Subscription before the end of the then-current subscription period.

In the event that you cancel your Subscription, such cancellation will take effect at the end of the current billing period unless otherwise disclosed. If you cancel, you will continue to have access to the Sites and Services through the end of your current billing period, unless you are subscribed through a free trial, promotional code or other credit, in which case cancellation may be effective immediately.

* 1. **Other Agreements**

When using, accessing, or purchasing particular services or features of the Sites and Services, you may be subject to agreements, guidelines, or rules applicable to such services or features that may be posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into these Terms of Use.

1. **USER CONDUCT**
	1. **Submission of Content**

The Sites and Services enable you to provide or upload any ratings, reviews, communications, information, data, text, photographs, audio clips, audiovisual works, or other materials onto the Sites and Services (collectively, the “**Content**”).

As a condition of submitting any Content or other materials to the Sites or Services, you agree that:

1. you grant to Reasn a royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, and incorporate such Content into other works;
2. you grant to Reasn all rights necessary to publish or refrain from publishing your name and address in connection with your Content; sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the Sites and Services;
3. you grant to Reasn all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction, distribution, or exploitation of your Content by any other party;
4. your name and report information may be made available to the public and to the Service Providers on which you report;
5. you are solely responsible for your reviews and ratings;
6. Reasn may, in its sole discretion, choose to remove or not to remove your reviews and ratings once published;
7. you will not submit any reviews that may be considered by Reasn to be infringing, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or racially, ethnically or otherwise objectionable, or otherwise violates any relevant law or right of any other party;
8. all of your reviews and ratings will either be based upon (i) your actual first-hand experiences with the Service Providers you are reviewing or (ii) in relation to any reviews and ratings relating to services provided by a health care or wellness providers, an individual and that individual’s actual first-hand experience with a health care or wellness provider whereby you have the legal authority to disclose such health information and experience of such individual;
9. all of your reviews and ratings of the Service Provides that you are rating will be accurate, honest, truthful, and complete in all respects;
10. you do not work for, own any interest in serve on the board of directors of, or otherwise affiliated with, ain any way, any of the Service Providers for which you submit reviews and ratings; you are not in any way related (by blood, adoption or marriage, if the Service Providers is an individual) to any of the Service Providers for which you submit reviews or ratings;
11. you have not received any form of compensation to post reviews and ratings;
12. you will submit thorough and thoughtful reviews of the Service Providers you review (for example, submitting a review describing a service contractor as “He/She is great,” without additional commentary, is not considered to be a thorough and thoughtful review);
13. you will not submit reviews that comment on other users or the reviews of other users;
14. you will not submit reviews with hyperlinks; and
15. the reviews and ratings that you provide do not reflect the views of Reasn, its officers, managers, owners, employees, agents, designees or other users.
	1. **Acceptable Use and Conduct**

As a condition of your access to and use of the Sites and Services and the Materials therein, you agree not to use the Sites and Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by Reasn. By way of example, and not as a limitation, you agree not to:

1. violate these Terms of Use, other applicable agreement with Reasn, and any applicable local, state, national or international law, and any rules or regulations having the force of law;
2. use the Sites and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party’s rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party’s rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
3. use the Sites and Services or any Materials for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including without limitation, the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
4. reproduce, duplicate, copy, modify, sell, re-sell or exploit any Materials or the Sites and Services for any commercial, educational, or any other non-personal purpose or for any purpose unrelated to your personal purchasing decisions, without the express written consent of Reasn, which consent may be withheld by Reasn in our sole discretion;
5. post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Sites and Services or any activities conducted on the Sites and Services;
6. harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Reasn, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
7. knowingly provide or submit false or misleading information;
8. use the Sites and Services if you are under the age of eighteen (18);
9. take any action that would undermine the review and rating process under the Sites and Services;
10. attempt to gain unauthorized access to the Sites and Services, other user accounts, or other computer systems or networks connected to the Sites and Services;
11. use the Sites and Services in any way that could interfere with the rights of Reasn or the rights of other users of the Sites and Services;
12. attempt to gain unauthorized access to any portion or feature of the Sites and Services, or any other systems or networks connected to the Sites and Services or to any server used by Reasn by hacking, password ‘mining’ or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other user of the Sites and Service;
13. sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms of Use;
14. transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services;
15. access, download, monitor, or copy any information contained on our Sites and Services through artificial means (including but not limited to use any ‘deep-link’, ‘scraper’, ‘robot’, ‘spider’ or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process), or in any way reproduce or circumvent the navigational structure or presentation of the Sites and Services or any content, to obtain or attempt to obtain any Content, Materials, documents or information through any means not purposely made available through the Sites and Services
16. **REALTOR NETWORK AND RECOMMENDATION ON THE REASN APP**

No Endorsement. We make no representation, warranty or endorsement regarding any user or the authenticity or validity of any user Content displayed in connection with the Sites and Services. We are under no obligation to verify the identity or background of users or users’ Content, and all users should be careful and exercise caution in entering into transactions or otherwise interacting with other users. By using the Sites and Services, you agree that the sole remedy for any damage or harm inflicted by other users will be limited to claims against such users, and that you will not seek monetary damages or any other remedy from Reasn in connection with such events. Any reliance on the material or recommendations on the Sites and Services is at your own risk, and we specifically disclaim all responsibility for any liability, loss or risk, personal or otherwise, that is incurred as a consequence, directly or indirectly, of the use or application of any of the contents of the Sites and Services. Notwithstanding the above, we reserve the right to add sponsored service providers to any brokerage, team or agent's client at any time.

1. **SERVICE PROVIDERS**

Reasn does not endorse and is not responsible or liable for any Content, data, advertising, products, goods or services available or unavailable from, or through, any third party (“**Service Providers**”). You agree that should you use or rely on such Content, data, advertisement, products, goods or services, available or unavailable from, or through any third party or Service Provider, Reasn is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Providers exclusively and do not involve Reasn. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging Service Providers.

Third parties and Service Providers may link or otherwise direct Internet users to our Sites and Services for the purpose of utilizing one or more of the services we provide on behalf of others. Additionally, we may provide links or otherwise direct you to third party or Service Providers’ websites. Reasn does not control or operate any such third party or Service Providers’ websites. Any information you provide to these third party or Service Providers’ websites while on these third party or Service Providers’ websites is subject to the respective policies of those third parties or Service Providers, and not Reasn’s policies. It is your responsibility to review such third party or Service Providers’ policies, including any relevant privacy policies. You agree that Reasn will not be responsible or liable for, and does not endorse any content, advertising, goods or services provided on or through these outside websites or for your use or inability to use such websites. Reasn does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party or Service Providers’ sites. You use these third party or Service Providers’ websites at your own risk.

You agree that Reasn is not responsible for the accessibility or unavailability of any Service Providers or for your interactions and dealings with them. You agree that you waive the right to bring or assert any claim against Reasn relating to any interactions or dealings with any Service Provider, and release Reasn from any and all liability for or relating to any interactions or dealings with Service Providers.

Reasn has no control over and no duty to take any action regarding: other users’ behavior; what effects Content may have on you; how you may interpret or use Content; or what actions you may take as a result of having been exposed to Content. You release Reasn from all liability for you having acquired or not acquired Content through the Sites and Services. Reasn makes no representations concerning any Content, including the accuracy thereof, contained in or accessed through the Sites and Services, and Reasn will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites and Services.

Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or Service Providers found on or through the use of the Sites and Services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that Reasn shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or Service Providers on Reasn’s Sites and Services.

1. **PUBLICATION AND DISTRIBUTION OF CONTENT**

Reasn does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Sites and Services. You acknowledge that Reasn simply acts as a passive conduit and an interactive computer for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to user Content (“**Service Providers Content**”). You understand that all Content and Sites and Services that the User posted on, transmitted through or linked through the Sites and Services, are the sole responsibility of the person from whom such Content originated. You understand that Reasn does not control and is not responsible for Content or Service Providers Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Providers Content.

You further acknowledge that Reasn has no obligation to screen, preview, monitor or approve any Content or Service Providers Content, or Content posted or submitted by any other Reasn member or any Service Provider. However, Reasn reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Terms of Use. By using the Sites and Services, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Sites and Services. Under no circumstances will Reasn be liable in any way for any Content or Service Providers Content, including, but not limited to, any Content or Service Providers Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Providers Content submitted, accessed, transmitted or otherwise conveyed via the Sites and Services. You waive the right to bring or assert any claim against Reasn relating to Content or Service Providers Content, and release Reasn from any and all liability for or relating to any Content or Service Providers Content.

You agree that Reasn may establish general practices, policies and limits, which may or may not be published, concerning the use of the Sites and Services, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Sites and Services in a given period of time. You agree that Reasn has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Sites and Services. You agree that Reasn has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

1. **TERMINATION**

Reasn may terminate your Account and with that, the privilege to use or access the Sites and Services immediately and without notice for any reason whatsoever. Upon such termination, you must immediately cease accessing or using the Sites and Services and agree not to access or make use of, or attempt to use, the Sites and Services. Furthermore, you acknowledge that Reasn reserves the right to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Sites and Services. You understand that Reasn may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to Reasn.

All provisions of these Terms of Use which by their nature should survive termination shall survive the termination of your access to the Sites and Services, including, without limitation, provision regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

1. **DELAYS AND ACCESSIBILITY**

The Sites and Services may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. Reasn is not responsible for any delays, failures or other damage resulting from such problems.

1. **WARRANTIES AND DISCLAIMERS**

You acknowledge that Reasn has no control over, and no duty to take any action regarding: which users gain access to or use the Sites and Services; what effects the Materials on or in connection with the Sites and Services may have on you; how you may interpret or use the content on or in connection with the Sites and Services; or what actions you may take as a result of having been exposed to the content on or in connection with the Sites and Services. You release Reasn from any and all liability for you having acquired or not acquired content or information through the Sites and Services. The Sites and Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Reasn makes no representations concerning any content contained in or accessed through the Sites and Services, and Reasn will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites and Services. Reasn makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. Further, in accessing the Sites and Services you represent that you own your Content or have the necessary licenses, rights, consents and permissions to grant the licenses and rights set forth herein, and that the provision of Content to Reasn or Reasn’s use of any Content will not violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity and you represent and warrant that each person identified, depicted, or shown in your Content, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Content consistent with these Terms of Use.

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EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, REASN DOES NOT REPRESENT OR WARRANT THAT (I) THE SITES AND SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITES AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES AND SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, REASN’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

REASN SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND REASN HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

The Sites and Services may display links to other Internet sites or resources. Because Reasn has no control over such sites and resources, you acknowledge and agree that Reasn is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

You further acknowledge and agree that Reasn 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 use of or reliance on any such content, goods or services available on or through any such site or resource.

1. **INDEMNITY**

You agree to indemnify, defend and hold harmless Reasn, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys’ fees and court costs due to or arising from: (a) any violation of these Terms of Use by you; (b) the inaccurate or untruthful Content or other information provided by you to Reasn or that you submit, transmit or otherwise make available through the Sites and Service; or (c) any intentional or willful violation of any rights of another or harm you may have caused to another. Reasn will have sole control of the defense of any such damage or claim.

1. **LIMITATIONS OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT REASN WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF REASN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, “**DAMAGES**”), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THESE TERMS OF USE BY REASN OR THE FAILURE OF REASN TO PROVIDE THE SERVICE UNDER THESE TERMS OF USE OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Sites and Services represents a substantial portion of the value You receive from Your Subscriptions. THEREFORE, TO THE EXTENT REASN IS FOUND LIABLE FOR ANYTHING RELATED TO THESE TERMS OF USE OR THE USE OF THE SERVICE, REASN’S AGGREGATE LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF YOUR SUBSCRIPTION FEE (I.E., IN THE EVENT OF AN ANNUAL PRE-PAID PERIOD, THIS AMOUNT WOULD BE THE AMOUNT OF YOUR PRE-PAID PERIOD DIVIDED BY TWELVE).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT REASN CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF SUBSCRIPTIONS TO REASN THROUGH THE USE OF A CREDIT CARD (A “**CREDIT CARD PROCESSOR**”). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR REASN, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE “**RELEASED PARTIES**”) SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN). YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF REASN TO PROVIDE SERVICES TO YOU UNDER THESE TERMS OF USE OR ANY BREACH OF THESE TERMS OF USE BY REASN. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT REASN SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THESE TERMS OF USE.

1. **ENTIRE AGREEMENT**

These Terms of Use and other agreements, rules, and policies incorporated by reference to these Terms including, without limitation, the Privacy Policy, constitute the entire agreement between you and Reasn. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Reasn regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third-party agreements do not interfere with your obligations and duties to Reasn under these Terms of Use.

1. **MUTUAL ARBITRATION AGREEMENT**
	1. **Informal Negotiations**

To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and Reasn, including without limitation any dispute or claim related to or arising out of these Terms of Use ("**Dispute**"), you and Reasn may attempt to negotiate any Dispute informally (the "Informal Negotiations") before initiating any arbitration or court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this Section is your physical address that you have provided to Reasn. Reasn's address for such notices is: Reasn, Inc., d/b/a Reasn, Attn: Legal Department, 101 Marketside Ave Ste #404-367 Ponte Vedra, FL 32081.

* 1. **Arbitration**

If a Dispute is not resolved through Informal Negotiations, you and Reasn agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration ("**Arbitration Agreement**"). This Arbitration Agreement shall be governed by the Federal Arbitration Act and evidences a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website (www.adr.org). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If you are unable to pay such costs, Reasn will pay all arbitration fees and expenses. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Subsection (4) below.

* 1. **Excluded Disputes**

You and Reasn agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

1. **WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION**

To fullest extent permitted by applicable law, You and Reasn agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

* 1. **Rules/Standards Governing Arbitration Proceeding**

A party who wishes to arbitrate a Dispute covered by this Arbitration Agreement must initiate an arbitration proceeding no later than the expiration of the statute of limitations that applicable law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where you reside, unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award.

* 1. **Severability**

You and Reasn agree that if any portion of this Section entitled "Mutual Arbitration Agreement" is found illegal or unenforceable, that portion will be severed, and the remainder of this Section will be given full force and effect

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1. **GOVERNING LAW**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (either of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

1. **MISCELLANEOUS**

If you breach any term of these Terms of Use or other agreement with Reasn, Reasn may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Reasn’s remedies are cumulative and not exclusive. Failure of Reasn to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter.

If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

These Terms of Use are not assignable, transferable or sublicensable by you except with Reasn’s prior written consent. We may transfer, assign or delegate the Terms and its rights and obligations without consent.

Users of the Sites and Services are responsible for compliance with all applicable regulations and laws.

You acknowledge and agree that each of the Released Parties shall be an intended third-party beneficiary of these Terms of Use.