

## AlarisPro Terms of Service

These Terms of Service set forth the terms of service for providing the Services (as defined below), and the rights and obligations between the Company and registered users of the Services. You must read and agree to the entire Terms of Service before using the Services.

### Article 1 Applicability

1.1. The purpose of these Terms of Service is to set forth the terms of service for providing the Services and the rights and obligations between the Company and the Registered Users (as defined below), and these Terms of Service shall apply to all aspects of the relationship between you and the Company in connection with the Services

1.2. Any rules for use of the Services posted on our website at [www.AlarisPro.com](http://www.AlarisPro.com) (the “Rules”) shall constitute an integral part of these Terms of Service.

1.3. If there is any conflict between these Terms of Service and the Rules or any other description of the Services not provided for herein, these Terms of Service will prevail.

### Article 2 Definitions

2.1. For purposes of these Terms of Service, the following terms have the following meanings.

- (1) “Service Agreement” means not only these Terms of Service but also any other agreements relating to the Services to be executed between the Company and the Registered User.
- (2) “IP Rights” means copyrights, patents, trademarks, utility rights, design rights and other intellectual property rights (including rights to obtain or to apply for registration of such rights).
- (3) “Posted Data” means any content, including but not limited to text, images, animation and other data, that is posted or otherwise transmitted by the Registered User hereunder.
- (4) “Company” means Alaris, LLC.
- (5) “Website” means such website as may be from time to time operated by the Company, whose domain name is [www.AlarisPro.com](http://www.AlarisPro.com) (or if such website’s domain name or content has been modified for any reasons, such modified website).
- (6) “Registered User” means any person or entity that has been registered as a user of the Services pursuant to Article 3 (Registration).
- (7) “Services” means any and all services provided by the Company under the name AlarisPro or Alaris, LLC (or if such name or the content of such services has been modified for any reasons, such modified services).

### Article 3 Registration

3.1. A person wishing to use the Services (a “Candidate”) may apply to the Company for registration to use the Services by agreeing to comply herewith and providing certain information as specified by

the Company (the “Registration Information”) in accordance with such manner as may be prescribed by the Company.

3.2. The Company shall determine whether to register a Candidate who made an application pursuant to the first paragraph of this Article 3 (an “Applicant”) in accordance with the Company’s criterion, and shall notify the Applicant of its approval, if the Company determines to do so. The Applicant’s registration as a Registered User shall be completed upon the notice by the Company pursuant to this paragraph.

3.3. Upon completion of the registration pursuant to the foregoing paragraph, the Service Agreement shall become effective between the Registered User and the Company, allowing the Registered User to use the Services pursuant to these Terms of Service.

3.4. The Company reserves the rights to refuse registration or re-registration of any Applicant without any obligation to disclose the reasons, in the event that:

- (1) Any or all of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate or omitted;
- (2) The Applicant is a minor, adult ward, or person under curatorship or assistance, for which approval has not been obtained from such Applicant’s legal representative, guardian, curator or assistant;
- (3) The Applicant was determined by the Company to (3-1) constitute an organized crime group or a member thereof, anti-social force, or other similar person or entity (“Antisocial Force”), (3-2) have any interaction or involvement with an Antisocial Force, or (3-3) assist or be involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;
- (4) The Applicant was determined to have been in violation of any agreements with the Company, or to have involvement with a defaulting party of any such agreements;
- (5) The Applicant has suffered any of the measures under Article 10; or
- (6) In addition to the foregoing, the Company deems the registration inappropriate for any reason, in the Company’s sole and absolute discretion.

## Article 4 Change to Registration Information

The Registered User shall promptly notify the Company of any change to the Registration Information in accordance with such manner as prescribed by the Company.

## Article 5 Password Management

5.1. The Registered User shall be responsible for keeping and maintaining its password for Services in an appropriate manner, and may not cause a third party to use, or provide, transfer, change the name of, sell or otherwise dispose of, the same.

5.2. The Registered User shall be, and the Company shall in no event be, liable for damages arising out of inappropriate management, misuse, or use of the Registered User’s password by a third party. The parties agree that the Company’s actual damages will be difficult to determine in the event that the Registered User causes or allows the inappropriate management, misuse, or use of the Registered User’s password by the third party or other breach of the Service Agreement by the Registered User. Therefore, in the event of any such event or any other breach of the Service Agreement by the Register User, the Company will be entitled to liquidated damages in the amount

of \$5,000 for each such breach and/or occurrence. The Company shall have the option, in its sole and absolute discretion, in such cases to recover either these liquidated damages or the Company's actual damages for each breach and/or occurrence.

## Article 6 Fees and Payment Method

6.1. In consideration of the Services hereunder, the Registered User shall pay to the Company such fees as may be established by the Company and indicated on the Website, pursuant to the payment method as designated by the Company.

6.2. If the Registered User fails to pay the above fees when due and payable, it shall be obligated to pay a default penalty at the rate of 12% per annum as well as any attorneys' fees and costs incurred by Company in relation to the collection of any amounts due.

## Article 7 Prohibited Actions

7.1. When using the Services hereunder, the Registered User may not conduct any of the following acts or any act that the Company determines falls under any of the following:

- (1) acts that violate any laws or regulations or that are associated with criminal activity;
- (2) acts that defraud or threaten the Company, other Registered Users or other third parties;
- (3) acts against order and good morals;
- (4) acts that infringe any IP Rights, portrait rights, privacy rights, reputation or other rights or profit of the Company, other Registered Users or other third parties;
- (5) acts to transmit to other Registered Users, through the Services, any of the following or any transmissions that Company determines includes under any of the following;
  - excessively violent or cruel content;
  - computer viruses or other hazardous computer programs;
  - content that damage the reputation or the credit of the Company, other users of the Services or other third parties;
  - excessively indecent content;
  - content that encourages discrimination;
  - content that encourages suicide or self-mutilation;
  - content that encourages drug abuse;
  - antisocial content;
  - content for the purpose of disbursing information, such as chain mails;
  - content that causes uncomfortable feelings to third parties;
- (6) acts that place an excessive burden on the network or system of the Service;
- (7) acts that threaten to interrupt the operation of the Services
- (8) acts to access or attempt to access the system or network of the Services improperly;
- (9) acts to impersonate a third party;
- (10) acts to use the password of other users of the Services;
- (11) acts of exploitation, advertisement, soliciting or marketing without the Company's prior consent;
- (12) acts to collect information of other users of the Services;
- (13) acts that cause disadvantage, damage or uncomfortable feelings to other users of the Services or other third parties;
- (14) acts that violate the Rules [www.AlarisPro.com\rules](http://www.AlarisPro.com/rules);
- (15) acts that, directly or indirectly, evoke or facilitate acts listed in the preceding items; or
- (16) other acts that the Company deems to be inappropriate.

## Article 8 Suspension of the Services

8.1. The Company shall be entitled to, without any advance notice to the Registered User, suspend or discontinue the Services, in whole or in part, in the event that:

- (1) Inspection or maintenance of the computer system for the Services needs to be performed due to urgent circumstances;
- (2) Computers or communication lines have been disrupted due to an accident;
- (3) The Company becomes unable to provide the Services due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power, blackout and other natural disasters;
- (4) The Services were stopped due to a web hosting server accident that the Services use; or
- (5) The Company determines that suspension or discontinuance is required for other reasons.

8.2. Under no circumstances shall the Company be liable for any damages incurred by the Registered User arising out of any suspension of any services, including but not limited to any measures taken by the Company pursuant to this Article 8.

## Article 9 Ownership of Rights

9.1. Any and all IP Rights related to the Website and the Services are expressly reserved by the Company or the Company's licensor. Nothing contained herein shall be construed as granting to the Registered User a license of the IP Rights owned by the Company or the Company's licensor.

9.2. The Registered User hereby represents and warrants to the Company that it has lawful rights to post or otherwise transmit the Posted Data, and that the Posted Data so posted does not infringe any third party's rights.

9.3. The Registered User hereby grants to the Company a worldwide, non-exclusive, royalty-free, and sub licensable and transferrable license to use, reproduce, distribute, make, express and create derivative works of the Posted Data. In addition, the Registered User hereby grants to the other Registered Users a non-exclusive license to use, reproduce, distribute, make, express and create derivative works of the Posted Data posted or otherwise transmitted by the Registered User using the Services. The licenses provided herein shall survive any termination, revocation, or suspension of the Service Agreement and/or these Terms of Service.

9.4. The Registered User hereby agrees not to exercise moral rights against the Company or any other person who succeeded to the same from the Company or a license thereof.

## Article 10 Registration Cancellation

10.1. The Company may, without prior notice or demand, delete the Posted Data, or temporarily suspend the use by the Registered User of the Services, cancel the Registered User's registration as such or terminate the Service Agreement, in the event of any of the following:

- (1) The Registered User failed to comply with any of provisions hereof;
- (2) Any of the Registration Information is found to be false;
- (3) The Registered User underwent payment suspension or became insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar procedure was filed against the Registered User;

- (4) The Registered User has not used the Services for 24 months or more;
- (5) The Registered User has not responded to inquiries from the Company or other communications requiring its response for 14 days or more;
- (6) The Registered User falls under any of the subparagraphs of Article 3.4; or
- (7) If The Registered User failed to pay more than three months; or
- (8) In addition to the foregoing, if the Company determined that it is not inappropriate for the Registered User to use the Services, maintain its registration as a Registered User, or have the Service Agreement remain in effect.

10.2. If one or more of events specified above occurred, all amounts owed to the Company by the Registered User shall be automatically accelerated, and the Registered User shall immediately pay to the Company such amounts in full.

10.3. The Company shall not be liable for any damages incurred by the Registered User arising out of, or in connection with, any cancellation of this cancelling of the registration, including but not limited to any actions taken by the Company pursuant to this Article 10.

## Article 11 Withdrawal

11.1. The Registered User may withdraw from the Services and cancel its registration as a Registered User by giving notice to the Company to that effect and pursuant to such manner as specified by the Company.

11.2. Upon withdrawal, all amounts then due and payable from the Registered User, if any, shall be automatically accelerated, and the Registered User shall immediately pay to the Company such amounts in full.

11.3. Treatment of user information after the withdrawal shall be subject to the provisions of Article 15.

## Article 12 Services Modification and Termination

12.1. The Company shall be entitled to at any time modify or terminate the Services in its own discretion. The Company shall notify in advance the Registered User of any intended termination by the Company of the Services.

12.2. The Company shall not be liable for any damages incurred by the Registered User arising out of, or in connection with, any modification or termination of the Services, including but not limited to any actions taken by the Company pursuant to this Article 12.

## Article 13 Disclaimer and Waiver of Warranties

13.1. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (including but not limited to any representation or warranty (1-1) of fitness or suitability for a particular purpose contemplated by the Registered User, (1-2) that the Services have expected functions, commercial value, accuracy, or usefulness, (1-3) that the use by the Registered User of the Services complies with the laws and regulations applicable to the Registered User or any internal rules established by industrial organizations, and (1-4) that the Services will be free of interruption or defects).

13.2. Under no circumstances shall the Company be liable for any damages incurred by the Registered User arising out of discontinuance, suspension, termination, unavailability, or modification by the Company of the Services, cancellation or loss of messages or information transmitted by the Registered User to the Services, deletion of the registration of the Registered User, loss of registered data or failure of or damage to equipment through the use of the Services, or otherwise in connection with the Services (“Damages”).

13.3. The Company shall not be liable for any amount exceeding the consideration paid by the Registered User to the Company for the immediately previous 3 months in relation to Damages incurred by the Registered User that are attributable to the Company for any reasons whatsoever, UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, FUTURE DAMAGES AND LOST PROFITS.

13.4. The Company shall not in any way be liable for transactions, communications or disputes arising between the Registered User and other Registered Users or a third party in connection with the Services or the Website.

## Article 14 Confidentiality

14.1. The Registered User shall keep confidential any and all non-public information disclosed by the Company to the Registered User for which the Company has imposed on the Registered User a confidentiality obligation in connection with the Services, unless the Registered User has obtained prior written approval from the Company.

## Article 15 Treatment of User Information

15.1. Treatment by the Company of the Registered User’s information shall be subject to the provisions of our Privacy Policy ([WWW.AlarisPro.com](http://WWW.AlarisPro.com)), which are separately prescribed, and the Registered User hereby agrees to treatment by the Company of the Registered User’s information subject to such Privacy Policy.

15.2. The Registered User specifically authorized the Company, in its sole discretion, to use, make public and/or otherwise publish or distribute any information or data provided by the Registered User to the Company as statistical information in a form that cannot identify an individual, and the Registered User may not challenge or dispute such use. The Registered User releases the Company and agrees that the Company shall not be liable in any way for the use, distribution or publication of any such information and agrees to indemnify and hold the Company harmless for any claims, suits or other liabilities for any use, distribution or publication of such information.

## Article 16 Amendments

16.1. The Company reserves the right to amend or change these Terms of Service. In the event of any amendment or change to these Terms of Service, the Company shall notify the Registered User thereof by e-mail to the main account holder’s registration address. If the Registered User uses the Services, or fails to take steps to cancel its registration within the time specified by the Company after the notice set forth above, the Registered User shall be deemed to have agreed to such amendment or change to these Terms of Service.

## Article 17 Notice

17.1. Any inquiries with respect to the Services or other communications or notices from the Registered User to the Company, or the notices concerning any amendment to these Terms of Service or other communications or notices from the Company to the Registered User shall be made in accordance with the procedures specified by the Company and updated on the Company's website at [www.AlarisPro.com](http://www.AlarisPro.com).

## Article 18 Assignment

18.1. The Registered User shall not assign, transfer, grant security interests in or otherwise dispose of its status under the Service Agreement or its rights or obligations under these Terms of Service without the prior written consent of the Company.

18.2. In cases where the Company has assigned the business regarding the Services to a third party, the Company may, as part of such assignment, assign to such third party its status under the Service Agreement, its rights and obligations under these Terms of Service, and the Registration Information and other information relating to the Registered User, and the Registered User hereby agrees to such assignment in advance. For the purposes of this Article 18.2, the business assignment referred to above shall include, in addition to the usual form of business assignment, a split of the Company or any other form of restructuring of the Company that would result in a business transfer.

## Article 19 Severability

19.1. If any provision of these Terms of Service or part thereof is held to be invalid or unenforceable under the Laws in the state of Maryland or other laws or regulations, the remaining provisions hereof shall remain in full force and effect.

## Article 20 Governing Law and Jurisdiction

20.1. These Terms of Service shall be governed by the laws of the state of Maryland.

20.2. The sole and exclusive venues for any and all disputes in any way arising out of or in connection with the Terms of Service, including any amendments thereto, this Service Agreement, including any amendments thereto, the and/or the Services, shall be the District Court of Maryland for St. Mary's County, the Circuit Court for St. Mary's County, Maryland or the United States District Court for the District of Maryland.

These Terms of Service shall be executed in the English language. English shall be the governing language and any translation of these Terms of Service into any other language is for convenience of reference only and shall not bind the parties hereto.