

## **SPARX TECHNOLOGY INC.**

### **TERMS & CONDITIONS**

This agreement is between you and Sparx Technology and sets forth the terms and conditions which apply to the use by you of Sparx Technology and all sub-domains, wireless application protocol versions and other mobile version thereof (collectively, the 'Site') however accessed and /or used, whether by computer, mobile devices or otherwise) or other interactive features that are accessible or downloadable through, or related to the Sparx Technology application and owned or operated by Sparx Technology Inc. or any other product or service offered by Sparx Technology Inc. for use, subscription, or sale ('Services').

If you do not understand and accept these Terms and Conditions, do not use the Services. Your use or continued use of the Services shall be deemed to constitute your acceptance of these Terms and of all Sparx Technology Inc. rules and restrictions related to the Services, as they may change from time to time.

Sparx Technology Inc. reserves the right to change, modify or alter these Terms and Conditions. Changes will become effective immediately upon the posting thereof.

Please review our Sparx Technology Inc. Privacy Policy.

Your use of the Sparx Technology Inc. application constitutes your acceptance of these Terms and Conditions, our Privacy Policy and any other policies and rules.

### **THINGS YOU WILL NOT DO**

You will not access account information other than your own, nor login to an account that belongs to someone else.

You will not impersonate or spoof other members of Sparx Technology Inc., employees, hosts, volunteers, or public figures.

You may not use Sparx Technology Inc. or the content created on the Sparx Technology platform for commercial purposes.

You will not send or post unauthorized commercial communication (such as spam or MLM marketing or advertising).

You will not disrupt or interfere with discussions or community features.

You will not use Sparx Technology to be discriminatory, malicious, misleading or unlawful.

You will not collect other users' content or information using automated means (scrapers, bots, etc. ) without our permission.

You will not upload viruses or other malicious code. Nor will you do anything that could overburden, impair or disable the Sparx Technology platform, such as Denial of Service attacks.

You agree not to create or provide any other means through which others may use Sparx Technology (such as emulators, other services or apps).

You will not bully, harass, intimidate other users. You understand that Sparx Technology Inc. may supervise public discussion or filter content sometimes, but we do not have a duty to do this.

You will not post content that is threatening, hateful, pornographic, incites violence, contains nudity or graphic/gratuitous violence

## **CONTENT – YOURS AND OTHER PEOPLE'S**

By content, we mean anything you post on Sparx Technology that is not information about the actions you take on Sparx Technology.

By post, we mean the action of placing anything you make available to Sparx Technology and the users of Sparx Technology. This includes but is not limited to text comments and photos.

You will not post sensitive information about someone. This includes but is not limited to identification, financial statements, physical addresses.

When posting content, you state you have all necessary rights to use that content.

You are responsible for all third party rights and payments. You shall not infringe any proprietary or other rights of third parties, or contain any libellous, tortuous, or otherwise unlawful information.

When you publish content to public spaces within the Sparx Technology platform, it means you are allowing everyone (both on & off of iP) to access that content and have it associated with your account.

Sparx Technology Inc. can remove any content or information you post if we believe it is in violation of these Terms.

By posting content, you grant Sparx Technology Inc. and its affiliates a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the content throughout the world in any media.

You will not use Sparx Technology or Sparx Technology Inc. trademarks or copyright without our written permission.

If you believe your work has been copied in a way that constitutes copyright infringement, please provide a description of the copyrighted work that you claim has been infringed upon, a description of where the material that you claim is infringing is located within Sparx Technology, your contact details including phone number, address and email, a statement made by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner. Please contact Sparx Technology Inc. online at [info@sparxtechnology.com](mailto:info@sparxtechnology.com)

## ACCESSING SPARX TECHNOLOGY

Your use of the Sparx Technology platform is 'AS IS', without warranty and will result in no liability to Sparx Technology Inc.

We currently provide free access to Sparx Technology on mobile apps. Your carrier's normal rates & fees will still apply.

Sparx Technology Inc. is not responsible for typographical errors related to pricing, text or other materials. We do not represent or warrant that materials

are accurate, complete, reliable, current or error-free.

## **TERMINATION**

If you violate these Terms or other Sparx Technology Inc. guidelines, or create risk or possible legal exposure for Sparx Technology Inc., we can terminate your account.

Sparx Technology Inc. may terminate, change, suspend or discontinue any aspect of the Site or the Services, or any part thereof, at any time. Sparx Technology Inc. may impose limits on certain features, restrict, suspend or terminate your access to the Site or the Services, or any part thereof, if Sparx Technology Inc. believes that you are in breach or violation of these Terms of Use, applicable law, or for any other reason without notice or liability.

## **LIABILITY**

In no event, including but not limited to negligence, shall Sparx Technology Inc. or any of its members, managers, directors, officers, employees, representatives, agents, affiliates or content or service providers (collectively, the “protected entities”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the services or any part thereof, the content, materials and functions of or related thereto, your provision of information or content via the services, lost business or lost sales, even if such protected entity has been advised of the possibility of such damages. Certain jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so in such jurisdictions, liability shall be limited to the extent permitted by law. In no event shall the protected entities be responsible or liable for or in connection with any dispute between or amongst users of the services, or in connection with any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the services.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold Sparx Technology Inc., any TV Network, sponsor, association or sanctioning body of any underlying Sparx Technology usage, each of their respective predecessors, successors,

assigns and affiliates and each of the directors, officers, members, managers, shareholders, partners, representatives, attorneys, governors, employees and agents of the foregoing harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating in any way to (i) your use of the Services or any part thereof, (ii) your Submitted Materials, in whole or in part, or (iii) your breach or violation of any law or any of these Terms of Use. Sparx Technology Inc. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with any such defense in all respects.

### **CONTACT US**

You can contact us online at [info@sparxtechnology.com](mailto:info@sparxtechnology.com)

### **MORE**

These Terms supersede any prior agreements.

If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.