

Website Terms of Use

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SECURE MARKETING VENTURES LLC, D/B/A MAMRAMIM LLC (“MAMRAMIM”) operates each website (“Site”) that links to these Terms of Use to provide online access to information about MAMRAMIM and the products, services, and opportunities we provide. Use of the MAMRAMIM Service is governed by our **Terms of Use** and our **Acceptable Use Policy** below.

By accessing and using the Site, you agree to these Terms of Use. The Terms also apply to any product, service or other MAMRAMIM website accessed from this site or provided by MAMRAMIM.

MAMRAMIM reserves the right to modify these Terms of Use at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by these Terms of Use as modified. If we update or change these Terms of Use, the updated Terms of Use will be posted on our website. When we change these Terms of Use, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review these Terms of Use periodically.

We may immediately suspend your access to the MAMRAMIM Website and the MAMRAMIM Service if you breach these Terms or don't respond to us in a reasonable period after we've contacted you about a potential breach. We may also terminate your subscription agreement for cause. You acknowledge we may disclose information regarding your use of any MAMRAMIM Service to satisfy any law, regulation, government request, court order, subpoena or other legal process. If we make this type of required disclosure, we will notify you unless we are required to keep the disclosure confidential.

We are not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates these Terms. We further reserve all other rights.

1. Permitted Use of The Site

You may use the Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Content") solely for your non-commercial purposes and/or to learn about MAMRAMIM products and services, and solely in compliance with these Terms of Use.

You may choose to set up an account with us. When you create an account with us, you represent to us that the information you provide us is truthful, accurate, complete, current and otherwise in compliance with these Terms of Use at all times. Submission of false, misleading, inaccurate, incomplete, obsolete, or other information prohibited

under these Terms of Use may result in immediate termination of your account on the MAMRAMIM Service. You are responsible for maintaining the confidentiality of your account information, including, but not limited to, your account password and the restricting access to your mobile device and/or your account. You are responsible for any and all activities that occur under your account, including, but not limited to, any activity that occurs as a result of your failure to keep secure and maintain the confidentiality of your account. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us if you desire to cancel your account on the MAMRAMIM Service. You may not use anyone else's password or account at any time on the MAMRAMIM Service. We will not be responsible or liable for any loss or damage arising from your failure to comply with these requirements and you may be held liable for any losses incurred by us or any other user of the MAMRAMIM Service if your failure to keep your account information secure and confidential results in someone else's use of your account or account information.

2. Prohibited Use of The Site

By accessing the Site, you agree that you will not:

- Use the Site in violation of these Terms of Use;
- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site, or otherwise attempt to discover any source code, or allow any third party to do so;
- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Service in any way;
- Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site in a manner that sends more request messages to the MAMRAMIM servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;
- Use the Site in any manner that damages, disables, overburdens, or impairs any MAMRAMIM website or interferes with any other party's use and enjoyment of the Site;
- Mirror or frame the Site or any part of it on any other web site or web page.
- Attempt to gain unauthorized access to the Site;
- Access the Site by any means other than through the interface that is provided by MAMRAMIM for use in accessing the Site;
- Use the Site for any purpose or in any manner that is unlawful.

You will use the MAMRAMIM Service for your internal business purposes and will not: (i) willfully tamper with the security of the MAMRAMIM Service or tamper with our customer accounts; (ii) access data on the MAMRAMIM Service not intended for you;

(iii) log into a server or account on the MAMRAMIM Service that you are not authorized to access; (iv) attempt to probe, scan or test the vulnerability of any MAMRAMIM Service or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the MAMRAMIM Service unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the MAMRAMIM Service or make the MAMRAMIM Service available to a third party other than as contemplated in your subscription to the MAMRAMIM Service; (vii) use the MAMRAMIM Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the MAMRAMIM Service without our prior written consent.

You agree not to:

- a. use the MAMRAMIM Service in a way that impacts the normal operation, privacy, integrity or security of another's property. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations;
- b. use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- c. use the MAMRAMIM Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the MAMRAMIM Service;
- d. attempt to gain unauthorized access to the MAMRAMIM Service or any documents or data stored by MAMRAMIM;
- e. access the MAMRAMIM Service other than through our interface;
- f. use the MAMRAMIM Service to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so; or
- g. use the MAMRAMIM Service in a way that causes or may cause any MAMRAMIM IP addresses, MAMRAMIM domains, or MAMRAMIM customer domains to be blacklisted.

3. Intellectual Property Rights

The Site is based upon proprietary MAMRAMIM technology and includes the Content. The Site is protected by applicable intellectual property and other laws, including trademark and copyright laws. The Site, including all intellectual property rights in the Site, belongs to and is the property of MAMRAMIM or its licensors (if any). MAMRAMIM owns and retains all copyrights in the Content. Except as specifically permitted on the Site as to certain Content, the Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content or the Site, in whole or in part, by any means.

MAMRAMIM, the MAMRAMIM logos, and other marks used by MAMRAMIM from time to time are trademarks and the property of MAMRAMIM. The appearance, layout, color scheme, and design of the MAMRAMIM.com site are protected trade dress. Site accessors do not receive any right or license to use the foregoing. MAMRAMIM may use and incorporate into the Site or the MAMRAMIM Service any suggestions or other feedback you provide, without payment or condition.

If you believe your copyright or other intellectual property or privacy right has been violated by content accessible via the MAMRAMIM Service, please contact us by email at legal@MAMRAMIM.com.

We welcome your feedback, testimonials, comments, ideas and reviews about the MAMRAMIM Service ("Feedback"). Unless specifically otherwise stated, you agree that by submitting Feedback to us, (i) such Feedback shall be deemed to be non-confidential, and (ii) you grant to us, our successors, affiliates, representatives and agents a perpetual, royalty-free, fully paid-up, irrevocable, transferable, worldwide right and license to use, transmit, copy, reproduce, publicly display or perform, create derivative works of, or otherwise use such Feedback, without compensation, acknowledgement or notice to you. You also represent and warrant to us that you have the necessary permissions and rights to provide such Feedback to us.

4. Information and Materials You Post or Provide

You represent that you have all right, title, and interest to materials you post on the Site or provide to MAMRAMIM ("Materials"), including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Materials, and that posting such Materials does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all information contained in the posted Materials is true and your own work or work you are authorized to submit, and that the posted Materials do not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic, material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that the Materials you supply do not violate these Terms of Use.

5. Links to Third-Party Web Sites

Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by MAMRAMIM of the third party, the third-party web site, or the information there. MAMRAMIM is not responsible for the availability of any such web sites. MAMRAMIM is not responsible or liable for any such web sites or the content thereon. If you use the links to the web sites of MAMRAMIM affiliates or service providers, you will leave the Site and will be subject to the terms of use and privacy policy applicable to those web sites.

6. Downloading Files; Updates; Availability

MAMRAMIM cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs. We may from time to time, in our sole discretion, develop and provide MAMRAMIM Service updates, which may include upgrades, bug fixes, patches or other error corrections, or new features. We may add or remove features or requirements and we may suspend or stop a feature altogether. You agree that we have no obligation to provide any updates or to continue to provide or enable any particular features or functionality.

7. Disclaimers; Limitations of Liability

MAMRAMIM AND ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SITE OR THE CONTENT FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICE AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MAMRAMIM AND ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SITE AND THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MAMRAMIM AND ITS SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER TYPE OF DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO

USE THE SITE, OR FOR ANY CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF MAMRAMIM OR ANY OF MAMRAMIM'S SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF, NOTWITHSTANDING THE OTHER TERMS OF THESE TERMS OF USE, MAMRAMIM IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AGREE THAT THE AGGREGATE LIABILITY OF MAMRAMIM AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, LICENSORS OR SUPPLIERS SHALL IN ALL CASES BE LIMITED TO ONE THOUSAND DOLLARS.

8. Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless MAMRAMIM, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content, or any violation by you of these Terms of Use.

9. Privacy

Your use of the Site is subject to MAMRAMIM's [Privacy Policy](#).

10. Additional Terms of Service

If you participate in any product or service conducted on the MAMRAMIM platform in any role whatsoever, your use of the product or service is subject to MAMRAMIM's Marketplace Terms of Service, available at MAMRAMIM.com ([click here](#))

11. General Provisions

These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by MAMRAMIM of any breach or default hereunder

shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of these Terms of Use is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect. Any and all disputes relating to these Terms of Use, MAMRAMIM's Privacy Policy, your use of the Site, any other MAMRAMIM web site or the Content are governed by, and will be interpreted in accordance with, the laws of the State of California, without regard to any conflict of law provisions. Except insofar as the claim(s) is/are subject to an agreement to engage in binding arbitration, You agree to the sole and exclusive jurisdiction and venue of the federal or state courts in Orange County, CA in the event of any dispute of any kind arising from or relating to these Terms of Use, MAMRAMIM's Privacy Policy, your use of the Site, any other MAMRAMIM web site or the Content.

12. Use of This Site

By using the MAMRAMIM Service, you are agreeing to these terms.

If you are using any MAMRAMIM Service, these Terms apply to you. Every client of ours agrees to abide by these Terms and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate these Terms. We will enforce and ensure compliance with these Terms by using methods we consider to be appropriate, such as complaint and email failure monitoring. We may also suspend or terminate your use of MAMRAMIM Services pursuant to our Customer Terms of Service for violations of these Terms.

We periodically update these terms and we will let you know when we do by posting a revised copy on our website. You agree to review these Terms on a regular basis and always remain in compliance.

We encourage recipients of email messages sent using the MAMRAMIM Service to report suspected violations of these Terms to us by forwarding a copy of the received email with FULL headers to legal@MAMRAMIM.com. We will investigate these reports and to respond in the way we consider appropriate.

If you know of or suspect a violation of these Terms, you will promptly notify us in writing of the known or suspected violation of these Terms.