

## TERMS OF USE

Effective Date: October 27, 2023

By accessing <https://www.sitesusa.com>, or the Regis Online Website, <https://rol4.sitesusa.com/regisonline/>, <https://regis.sitesusa.com/>, or using the Services (defined below), You agree to be bound by these Terms of Use.

### 1. Use Of Website

- a. These Terms of Use apply to You whether You access the Websites through the home pages or directly access any page located on the Websites and maintained by Us, or if You access or use any of the Services available on or through the Website. We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time upon reasonable notice. Any changes to these Terms of Use will be posted on this page or some other page designed by Sites USA from time to time. Notice of all such changes will be posted in advance of the effective date. By using or continuing to use the Services or the Website after the effective date of any such changes, You agree to be bound by the new Terms of Use. If You do not agree to abide by these or any future Terms of Use, do not use the Services or access the Website. It is Your responsibility to regularly review these Terms of Use.

### 2. Definitions

- a. "Content" means all text, graphics, images, data, information, computer software, algorithms, programming techniques, materials and content on the Website or accessible through the Website, including any data, information or content generated by the computer software, which appear on the Website or can be accessed through the Website or which are used or generated by the provision of the Services.
- b. "Facilities" means the Website and the computer system, computer processing equipment, computer network, computer servers and all related computer peripheral equipment which are provided by or used by Sites USA in connection with the operation of the Website and the Services. Facilities also include any computer networks, computer systems or services which are provided by any supplier or partner to Sites USA and which are related to the Website or used in connection with the Services.

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- c. "Order Form" refers to the written REGIS Online Order form completed by the User at the time the User Subscribes to use the Services.
- d. "Services" means all of the services offered by Sites USA or which can be accessed through the Websites or by using the Facilities. Services include without limitation the ability to access and use the Website and/or the Services to set up, program, access, use the Website and the Content or allow others to access the Content or any other services Sites USA offers.
- e. "Terms of Use" or "Agreement" refers to these Terms of Use. These Terms of Use include Our Privacy Policies and any other policies, terms or conditions referred to in these Terms of Use or posted on the Website.
- f. "We", "Us", "Our" or "Sites USA" refer to Sites USA, LLC, the owners and operators of the Website, Services, Content or Facilities. Sites USA may also be referred to as the "Company."
- g. "Website" refers to the internet website located at either of the URL's (Uniform Resource Locators) identified in these Terms of Use, or by or through any domain names owned or operated by Sites USA or any of its partners or affiliates and any pages accessible through the home page for the Website and any Content or materials placed on or available directly from the Website.
- h. "You" or "Your" refers to You, the user of the Website or the user who accesses any material available on the Website or who accesses or uses the Services. You agree that You shall be liable for any use of the Services, Website or Facilities by You or anyone using Your Username or ID to access the Services or the Website.

### **3. Eligibility**

- a. The Website is open to all users who have a legitimate interest in the use of the Website or the Services. In order to subscribe to the Services, You must be over 18 years of age.
- b. We reserve the right to limit, restrict or deny access to the Website, Services or Facilities to any user at any time for any reason. Without limiting the generality of the foregoing,

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We may prohibit You or anyone from accessing or using the Website if: (1) You or they violate this Agreement; (2) In Our reasonable opinion, Your use of the Website, Services or Facilities poses a risk to any other user of the Website, Services or Facilities or exposes Us to any legal risk, or poses harm or a reasonable threat of harm to any other computer system used by the Website, accessed by the Services or to any other user of the Website or Services; or (3) Your use of the Services or continued access to the Services is contrary to law.

- c. Use of the Services, other than the public portion of the Website, is limited to Users who subscribe and pay a fee for the use of the Services and for access to the Content and portions of the Website only made available to our subscribers.

#### **4. License to Use the Website**

- a. Anyone may access and use the publicly available portions of the Websites, in accordance with these Terms of Use.
- b. If you subscribe to Our Services, You may use the Content, Website and Services which we make available to our subscribers, subject to the service level of your subscription, and subject to your compliance with these Terms of Use. Subscribers will be required to pay the fee applicable to the Services they wish to use. Subscribers will be issued a Username and Password which will grant them access to subscriber – only portions of the Website and enable them to use the Services. By paying the fees for such subscription, the User will be given access to Certain Content and Websites not available to the general public, and he User will be allowed to use certain Content and Services as described on the Website and in the Services. The term of the license for subscribers will be limited to the term specified when the applicable fee is paid.
- c. All use of the Content, Websites and Services are limited to the User Complying with these Terms of Use. Any breach of these Terms of Use may result in termination of the User's ability to use, or continue to use, the Content, Websites and Services. In no event will Sites USA be required to refund any fees to any User who has breached or violated these Terms of Use.
- d. The subscription service level applicable to the User is specified in the REGIS Online Order Form completed by the User, and approved by Sites USA.

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## 5. Limitation On Use Of The Website

- a. You agree to comply with the following restrictions governing Your use of the Website.
  - i. You may use the Services, Website and Facilities only for Your use in accordance with these Terms of Use. You may not allow anyone, other than an authorized employee of Yours, to use the Services, Websites or Facilities.
  - ii. You will not use the Website, Services or Facilities for any illegal activity.
  - iii. You will not use the Website, Services or Facilities for purposes of harassing any third party or for publishing or distributing any libelous, slanderous or defamatory materials or any obscene, scandalous or indecent materials.
  - iv. You represent, warrant and agree that none of the materials submitted by You or through Your account will violate or infringe upon the rights of any third party, including patent, copyright, trademark, privacy, publicity or other personal or proprietary rights.
  - v. You agree not to use automated scripts to collect information from the Service or the Website.
  - vi. You will not disassemble, decompile or reverse engineer all or any portion of the Website or the Services.
  - vii. You will not copy, reproduce, modify, distribute, transmit, display, publish, perform, license or create derivative works from the Website or Content without the prior written consent of Sites USA, except as otherwise specifically provided herein.
- b. You will use the Content, Websites and Services only in accordance with the scope of any license granted to you by the Company. Your use of the Content, Websites and the Services is limited to using only the Content, Websites and Services within the scope of the license granted and for which you have paid a license fee.

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- c. You further agree that You may not use the Website, Services or Facilities in any unlawful manner, or in any other manner that could damage, disable, overburden or impair the Website, Services or Facilities.
- d. You will not post any viruses or other computer code to the Website, Services or Facilities which is designed to harm or damage any computer system or which is designed to interrupt or interfere with the proper functioning of the Services or any computer system, or which is designed to damage or destroy any data contained on any computer system or which will interfere with the orderly use of the Services by You, other customers or by the Company and its authorized users.
- e. You represent and warrant to Us that You have the right and authorization necessary to post any content You provide to Us for use in connection with the Services. You further represent and warrant that all data posted to the Services is posted in compliance with these Terms of Use.

## **6. Proprietary Rights In Content On The Website**

- a. All Content on the Website is the property of the Company or its affiliates or suppliers. The Company owns the copyright in all Content, except for the content supplied by the Company's affiliates or suppliers, which content is used with permission. Except as otherwise provided in these Terms of Use, or as expressly authorized by the Company, no Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission.

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- b. All trademarks, logos, trade dress and service marks on the Website are either trademarks or registered trademarks of the Company or its partners, affiliates, service providers or suppliers and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.
- c. Third Party Service Providers (Google). Some of the Services provided are provided in affiliation with Content and Services provided by our suppliers including Google. By

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using the Services you further agree to comply with the Google Terms of Use, which are accessible by clicking this link:

<https://developers.google.com/maps/terms>.

## **7. Privacy Policy**

- a. Our privacy policy is set forth on the following webpage: <https://sitesusa.com/Privacy>

Our privacy policy is a part of these Terms of Use. By using the Website You agree to be bound by and comply with Our privacy policies.

## **8. Fees**

- a. You agree to pay all fees and charges charged to Your account based upon Your subscription for the Services as specified in Your Order Form. All fees and charges shall be paid in a timely manner. All Subscriptions are on an annual basis, unless specified otherwise in writing in the Order Form. Your Subscription will renew automatically for succeeding terms of one (1) year, unless You or the Company gives notice to the other at least thirty (30) days prior to the expiration of any term of You or the Company's intention not to renew. Notwithstanding the foregoing, You may opt out of auto-renewal altogether by providing written notice to the Company, in which event You will be required to enter into a new Order Form each year to renew your Subscription.
- b. You agree that if You fail to pay any fees and charges incurred in a timely manner the Company may terminate its Services.
- c. In the event any charges are past due, the Company will charge interest on all past due amounts in an amount up to 18% per year on all past due charges and fees.
- d. In the event Your account is referred to collection, You agree to pay all costs of collection, including all courts costs and attorneys' fees incurred in collecting any sums.

## **9. Disclaimers**

- a. The Content and Services included or made available through the Website may include inaccuracies or typographical errors. We make no warranty and expressly disclaim any

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warranty regarding the accuracy of the information, data, Content and Services included or made available through the Website, or the suitability, reliability, timeliness of such Content or Services, including without limitation, all warranties or merchantability or fitness for any particular purpose. All such Content is provided on an AS IS basis, without warranty of any kind.

- b. We are not responsible for any interruption or unavailability of the Services. You understand that these services are Internet based and that We cannot guarantee continued access to or availability of the Internet or the Internet based services. We are not responsible for the loss of any data posted to the Website or the Facilities by You.
- c. TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE INFORMATION CONTAINED ON THIS WEBSITE. IN NO EVENT SHALL THE COMPANY'S LIABILITY FOR ANY CLAIMS EXCEED THE AMOUNT PAID BY THE USER. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY THIS LIMITATION MAY NOT APPLY TO YOU.

## **10. Links To Other Websites**

- a. The Website contains links to other websites. We are not responsible for the content, accuracy or opinions expressed in such websites, including as specified in section 6(c) and such websites are not investigated, monitored or checked for accuracy or completeness by Us. Inclusion of any linked website on or through the Website or the Service does not imply approval or endorsement of the linked website by Us. If You decide to leave the Website and access these third- party sites, You do so at Your own risk.

## **11. Indemnity**

- a. You agree to indemnify, defend and hold Sites USA and its officers, employees, agents, and representatives harmless from any and all claims, demands, actions, causes of action, demands, liabilities, judgments and damages, including reasonable attorneys' fees, arising out of or related to Your use of the Website or Services or any violation of these Terms of Use.

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## **12. Return Policy**

- a. Once Your subscription begins, the sale is final, and you may not return the software for a refund or credit.

## **13. Additional Term**

- a. These Terms of Use, together with the Privacy Policy, the Copyright Infringement Policy, and any other policies of the Company posted by Us on the Website, constitute the entire agreement between You and Us regarding the use of Website and the Services. Our failure to exercise or enforce any right or provision of these Terms of Use, in any instance, shall not prevent Us from enforcing such rights on any other occasion. If any provision of this Agreement is held invalid, the remainder of the Agreement shall continue in full force and effect.
- b. These Terms of Use are governed by Arizona law. By using this Website, You agree that in the event of any legal dispute arising out of or related to the use of the Website or these Terms of Use, such suit shall be brought in the state or federal courts located in Phoenix, Maricopa County, Arizona. You consent to the jurisdiction and venue of such courts. In any legal action, the prevailing party shall recover their court costs and reasonable attorneys' fees.

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