



## This Agreement

The following terms and conditions govern all use of our service offerings. Our service offerings are owned and operated by Remind-Technologies, Inc. Our service offerings are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Remind-Technologies' Privacy Policy) and procedures that may be published from time to time on this App by Remind-Technologies (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using our service offerings. By accessing or using any part of our service offerings, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access our service offerings or use any services. If these terms and conditions are considered an offer by Remind-Technologies, acceptance is expressly limited to these terms. Our service offerings are available only to individuals who are at least 13 years old.

## Your RemindTrac Account and App

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify Remind-Technologies of any unauthorized uses of your account or any other breaches of security. Remind-Technologies will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

## Restricted Use

You may not use our service offerings to substantially replicate products or services offered by Remind-Technologies. If Remind-Technologies believes, in its sole discretion, that you have violated or attempted to violate these conditions or the spirit of these terms, your ability to use and access our service offerings may be temporarily or permanently revoked, with or without notice. You are responsible for taking precautions as necessary to protect yourself and your mobile devices from viruses, worms, Trojan horses, and other harmful or destructive content. Our service offerings may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our service offerings may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Remind-Technologies disclaims any responsibility for any harm resulting from the use by visitors of our service offerings, or from any downloading by those visitors of content there posted.



## Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which our service offering links, and that link to our service offerings. Remind-Technologies does not have any control over those non-Remind-Technologies websites and webpages, and is not responsible for their contents or their use. By linking to a non-Remind-Technologies website or webpage, Remind-Technologies does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Remind-Technologies disclaims any responsibility for any harm resulting from your use of non-Remind-Technologies websites and webpages.

## Intellectual Property

This Agreement does not transfer from Remind-Technologies to you any Remind-Technologies or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Remind-Technologies. Remind-Technologies, RemindTrac, the RemindTrac logo, and all other trademarks, service marks, graphics and logos used in connection with our service offerings are trademarks or registered trademarks of Remind-Technologies or Remind-Technologies' licensors. Other trademarks, service marks, graphics and logos used in connection with our service offerings may be the trademarks of other third parties. Your use of our service offerings grants you no right or license to reproduce or otherwise use any Remind-Technologies or third-party trademarks.

## Changes

Remind-Technologies reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to our service offerings following the posting of any changes to this Agreement constitutes acceptance of those changes. Remind-Technologies may also, in the future, offer new services and/or features (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## Termination

Remind-Technologies may terminate your access to all or any part of our service offerings at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your RemindTrac account (if you have one), you may simply discontinue using our service offerings. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.



## Disclaimer of Warranties

Our service offerings are provided “as is”. Remind-Technologies and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Remind-Technologies nor its suppliers and licensors, makes any warranty that our service offerings will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our service offerings at your own discretion and risk.

## Limitation of Liability

In no event will Remind-Technologies, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Remind-Technologies under this agreement during the twelve (12) month period prior to the cause of action. Remind-Technologies shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## General Representation and Warranty

You represent and warrant that (i) your use of our service offerings will be in strict accordance with the Remind-Technologies Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of our service offerings will not infringe or misappropriate the intellectual property rights of any third party.

## Indemnification

You agree to indemnify and hold harmless Remind-Technologies, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of our service offerings, including but not limited to your violation of this Agreement.



## Miscellaneous

This Agreement constitutes the entire agreement between Remind-Technologies and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized officer of Remind-Technologies, or by the posting by Remind-Technologies of a revised version.

Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our service offerings will be governed by the laws of the Republic of Texas, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Harris County, TX.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Antonio, TX, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.

A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Remind-Technologies may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

## Contacting Remind-Technologies

Please also feel free to contact us if you have any questions about Remind-Technologies' Terms of Service or practices. You may contact us at [support@remindtrac.com](mailto:support@remindtrac.com) or at our mailing address below:

Remind Technologies  
4801 Woodway Drive  
Ste 300 East  
Houston, TX 77056

These Terms of Service are an adapted version of <http://automattic.com/privacy/> which is generously available under a Creative Commons Sharealike license.