

RateForce, LLC  
Terms of Use  
Agreement

*Read This “Terms of Use Agreement” Before Accessing Website.*

This Terms of Use Agreement (this “Agreement”) was last updated on November, 2018.

This Agreement, sets forth the terms of use of the RateForce, LLC. (“RateForce”) Website and Services. As used herein, “Website” means and includes, but is not limited to, the following RateForce websites: [www.rateforce.com](http://www.rateforce.com) and [www.rateforce.net](http://www.rateforce.net). **BY USING THE WEBSITE, YOU ARE ACCEPTING THIS TERMS OF USE AGREEMENT AND RATEFORCE’S PRIVACY POLICY POSTED ELSEWHERE ON THE WEBSITE. If you do not agree to this Agreement, you should immediately cease all usage of the Website.** We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted at the Website. Your continued use of the Website after amendments are posted constitutes an acknowledgement and acceptance of this Agreement as modified.

### **Description of Service**

RateForce is providing Website users (“Users”) with information about the products and services offered by RateForce, and information about RateForce’s business (collectively, the “Service”). User must provide (1) all equipment necessary for their own Internet connection, and (2) provide for User’s access to the Internet, and (3) pay any fees relate with such connection.

The information and materials in this site are provided for your review in accordance with the notices, terms and conditions set forth herein. These materials are not guaranteed or represented to be complete, correct or up-to-date. You should not act or rely on any information or materials in this site. These materials may be changed from time to time without notice.

### **Disclaimer of Warranties.**

You assume all risk when using the Service.

**THE WEBSITE IS PROVIDED BY RATEFORCE ON AN “AS IS” AND ON AN “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RATEFORCE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE WEBSITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. RATEFORCE SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF THE WEBSITE. RATEFORCE DISCLAIMS ALL**

**WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RATEFORCE DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. RATEFORCE DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THEREFORE THE ABOVE-REFERENCED EXCLUSION IS INAPPLICABLE.**

### **Limitation of Liability**

**RATEFORCE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR RATEFORCE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF RATEFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.**

Notwithstanding anything to the contrary contained herein, RateForce's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to RateForce for the Services, but in no event shall RateForce's liability exceed the amount paid during the last twelve (12) months of Services.

### **Indemnification**

User agrees to indemnify and hold RateForce, its parents, subsidiaries, affiliates, officers, contractors, experts and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Service, the violation of this Agreement, or infringement by User, or other user of the Service using User's computer, of any intellectual property or any other right of any person or entity.

### **Modifications and Interruption to Service**

RateForce reserves the right to modify or discontinue the Service with or without notice to the User. RateForce shall not be liable to User or any third party should RateForce exercise its right to modify or discontinue the Service. User acknowledges and accepts that RateForce does not guarantee continuous, uninterrupted or secure access to the Website and operation of the Website

may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

### **Third-Party Sites**

The Website may include links to other sites on the Internet that are owned and operated by third parties. You acknowledge that RateForce is not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and RateForce is not responsible therein. We encourage all Users to review said privacy policies of third-parties' sites.

### **Governing Jurisdiction of the Courts**

This Website is operated and provided in the State of Georgia. As such, we are subject to the laws of the State Georgia, and such laws will govern this Agreement, without giving effect to any choice of law rules. We make no representation that the Website or Services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access the Website you agree to do so subject to the internal laws of the State Georgia.

If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Georgia, in Fulton County, for the resolution of any such dispute.

### **Compliance with Laws; Disclosures**

User assumes all knowledge of applicable law and is responsible for compliance with any such laws. User may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

### **Copyright and Trademark Information**

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### **Notification of Claimed Copyright Infringement**

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, RateForce designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By e-mail: [support@rateforce.com](mailto:support@rateforce.com)

By Phone: 770-674-8951 (main)

### **Other Prohibited Activities**

RateForce reserves the right to investigate and terminate your use of the Website if you have misused the Service, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal. The following is a partial list of the type of actions that you may not engage in with respect to the Service:

- Impersonating any person or entity.
- Expressing or implying that any statements you make are endorsed by RateForce without our specific prior written consent.
- Use of any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- Removal of any copyright, trademark or other proprietary rights notices contained in the Service.
- Interference with or disruption of the Service or the site or the servers or networks connected to the Service or the site.
- Posting, e-mailing or otherwise transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

- Forging headers or otherwise manipulating identifiers in order to disguise the origin of any information transmitted through the Service.
- "Framing" or "mirroring" any part of the Service or the Website, without RateForce's prior written authorization.
- Using meta tags or code or other devices containing any reference to RateForce or the Service or the Website in order to direct any person to any other web site for any purpose.
- Modifying, adapting, translating, selling, reverse engineering, deciphering, decompiling or otherwise disassembling any portion of the Service or the Website or any software used on or for the Service or cause others to do so.

### **Other Terms**

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by RateForce, in our sole discretion, to a third party in the event of a merger or acquisition. The failure of RateForce to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a User. User agrees that by accepting this Agreement, User is consenting to the use and disclosure of their personally identifiable information and other practices described in the RateForce Privacy Policy.