ARBOX PRIVACY POLICY

We are committed to protecting the privacy and security of the users of our Application.

This Privacy Policy will advise you about our guidelines concerning the use of your personal information, including, without limitation, the reasonable efforts we make to protect your personal information in accord with these guidelines, and about what choices you have concerning our use of such information. Please read this policy carefully. We may need to change this policy from time to time in order to address new issues and reflect changes on our Application. We will post those changes here so that you will always know our policies regarding what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our Privacy Policy, please send an e-mail to info@arboxapp.com or contact us at: Dov Hoz 23, Tel-Aviv, Israel.

SCOPE OF PRIVACY POLICY

This Privacy Policy applies to your use of all the Application and services owned or operated by Arbox (collectively "we," "us," or "our"), including Arbox, Arboxapp.com and any other site that we may own or operate currently or in the future (collectively, the "Site" or "Application"). Unless we say otherwise, all references to the Application in this policy include all such Application. This policy does not apply to your use of Application to which any of the Application link. This policy covers only information collected on the Application and does not cover any information collected offline by us.

PERSONAL IDENTIFICATION INFORMATION

We may request personal identification information from you (such as your name, street address, telephone number, credit card number, e-mail address, and/or any other identifier that permits the physical or online contacting of you) in connection with your use of, or participation in, membership registration for Arbox, our contests, sweepstakes, promotions, games, surveys, forums, subscription registrations, content submissions, chats, bulletin boards, discussion groups, requests for suggestions, visitors’ requests for free products or services, or additional information (including via e-mail to us), and in connection with other activities, services, features or resources we make available on any of our Application. In all of these cases, we will collect personal identification information from you only if you voluntarily submit such information to us. Except as otherwise provided in this policy, we reasonably endeavor to ensure that we never intentionally disclose any personal identification information about you as an individual user to any third party without having received your permission (through opt-in or similar procedures) except as provided for herein or otherwise as permitted or required under law. Further, we may contact you based on the information you provide online whether in connection with your registration or in such places as the above described forums.

If you do provide us with personal information for any of these activities, we may use it to conduct the activity. We may also use cookie technology and Web beacons (discussed in detail below) to improve your experience of these activities, including to remember your preferences, customize the content and advertisements that you see or authenticate your access to your personal information. In addition, in the event that your personally identifiable information is requested as part of our surveys, polls or promotions, such personally identifiable information may be added to your registration information.

We may also contact you to confirm your registration and communicate about your account status, as well as regarding changes to the Application’ Terms of Use and this Privacy Policy.

If you give us your permission, we may also use personal identification information for internal
or external marketing and promotional purposes. On occasion, for example, we may send you e-mails to introduce a product or a service that we think might be of interest to the users of our Application. For us to obtain your permission to send you this information, we will give you an opportunity to "opt-in" at the time our request for your personal information is made. If you do "opt-in," you may choose to "opt-out" at any time, even after you have provided personal information, by following the procedures set forth below at the end of this Privacy Policy. Please note, however, that under certain circumstances, if you initially do not choose to "opt-in," or if you later "opt-out," you may not be eligible for certain benefits for which a name, e-mail address, telephone number or other personal identification information is needed.

We have the following exceptions to these policies: We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Application, or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division, or other fundamental corporate change. We may provide access to your personally identifiable information to our contractors who are performing services for us in connection with our Application or the services that you have requested.

In addition, on occasion, we may collect personal identification information from you in connection with optional contests, special offers or promotions. We will share such information with necessary third parties for the purpose of carrying out the contest, special offer or promotion. Your participation in the contest, special offer or promotion constitutes your consent to such disclosure and use of such information.

Further, the information you enter when making a purchase or an online donation will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose or carrying out the transactions.

Also, personal information that you submit may be shared with Liberty Media, Inc., our parent company. Please see the Liberty Media website for more information about Liberty Media’s Privacy Policy.

Please note that if you give out personal information online - for example, on one of our public forums such as a message board or chat room, folder or chat IM feature - that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums and have no control over how such third parties may use your information. You disclose such information at your own risk.

You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your registration or password.

NON-PERSONAL IDENTIFICATION INFORMATION

We collect non-personal identification information through the use of, without limitation, the following types of methodology:

"Cookie" technology: A "cookie" is an element of data that a website can send to your browser, which may then store it on your system.

"IP address tracking": An "IP address" is a number that is assigned to your computer when
you are on the Internet. When you request pages from our Application, our servers log your IP address.

"Web beacons": A "Web beacon," or "clear gif," is a small graphic image on a webpage or web-based document that a website can use to determine information about a user.

Non-personal identification information might include the browser you use, the type of computer, technical information about your means of connection to our Application such as the operating systems and the Internet service providers utilized, and other similar information. Our systems may also automatically gather information about the areas you visit and search terms you utilize on our Application and about the links you may select from within our Application to other areas of the World Wide Web or elsewhere online.

We use such information for our business purposes, and, in particular, to administer the Application, better manage advertising on the Application, and, in the aggregate, to understand how our users as a group use the services, features and other resources provided on our Application. This way we know which areas of our Application are favorites of our users, which areas need improvement, and what technologies are being used so that we may continually improve our Application.

We may share this aggregate statistical information with our partners, suppliers and other third parties, but we will not share any individual names, personal navigational or other personal information. For example, we may use a third-party advertising company to serve ads when you visit our Application. We may share demographic and preference information with this company to allow them to display appropriate advertisements for you.

We use a proprietary advertising server to display ads on our Application. In addition, advertisers may elect to use third-party advertising companies to serve ads onto our Application. Some of our advertisers may display ads on our Application that may use cookie technology or Web beacons to (i) identify non-personal information about our users (such as connection speed, browser and country of origin) and (ii) track user behavior within our Application. Advertisers generally use such information to customize the display of ads within our Application. We will not permit such advertisers to collect any personal information from our users within our Application, however, you may choose to voluntarily provide the advertisers with your personal information. We do not have access to these cookies or any information that they may contain.

Further, from time-to-time we contract with a third party web analytics provider to help manage and optimize our Application. We use this service to help us measure the effectiveness of our advertising and how visitors use our Application. To do this, we use Web beacons and cookie technology on the Application. The type of information we collect includes such information as the number of hits a webpage receives, type of browser used, and number of times a visitor makes a purchase from a particular promotion. By supplementing our records, this information helps us learn things like what pages are most attractive to our visitors, which products and services most interest our users, and what kinds of offers our users like to see. Although this third-party provider logs the information coming from our Application on our behalf, we control how that data may and may not be used.

SPECIAL RULES RELATING TO CHILDREN

The Children's Online Privacy Protection Act ("COPPA") requires that we inform parents and legal guardians about how we collect, use, and disclose personal information from children under 13 years of age. Our Application are not directed at children under 13 years of age but, we recognize that with proper adult supervision some parents might permit their children to visit our Application and use our online services. COPPA requires that we obtain the consent of parents and guardians in order for children under 13 years of age to use certain features of
When your child attempts to register and/or provide personal information to Arbox, we require a parent or legal guardian to:

§ Register their child by completing the Permission to Participate Form and returning it, by facsimile or postal mail, to us as set forth on the form;

§ Review our Privacy Policy and verify that the child's parent or guardian knows about and authorizes our information practices related to children protected by COPPA; and

§ Verify via email confirmation a second authorization that the parent or guardian consents to these Terms of Use and Privacy Policy. Send such email authorizations to info@Arboxapp.com

Once parental notice and consent has been verified, the information we collect will be treated the same as information collected from any other user. Without verified parental notice and consent, we will not knowingly collect personal information relating to children under 13 years of age, and if we learn that we have inadvertently collected such information, we will promptly delete it.

HOW PARENTS CAN ACCESS THEIR CHILDREN'S PERSONAL INFORMATION

In compliance with COPPA, a parent or legal guardian may request from us to review, delete or stop the collection of personally identifiable information relating to their child or any child in their legal custody who is under 13 years of age. You may do so by following the instructions below regarding Access to/Correction of Information. If you request that no further information about your child be collected or used, we will be required to terminate your child's ability to use any part of the service or feature that requires a user to "sign in."

To learn more about COPPA, please visit this page:

http://www.ftc.gov/privacy/privacyinitiatives/childrens.html

LINKS TO OTHER APPLICATION

Users will find advertising or other content on our Application that link to the Application and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on those Application. In addition, those Application or services, including their content and links, may be constantly changing. Those Application and services may have their own privacy policies and customer service policies, or no policy (policies) at all. We encourage you to review the privacy policies of any third party Application or services before providing any of them with your personal information.

SECURITY POLICY

Protecting your privacy and your information is a top priority. We have taken reasonable measures to secure both your information and our physical premises. We exercise reasonable care in providing safe transmission of your information from your PC to our servers (unless sent by a means outside of our control, such as e-mail). However, we cannot guaranty that our measures will completely bar unauthorized access to your information, and by using the Application you assume this risk.

ACCESS TO/CORRECTION OF INFORMATION

If you would like to review any personal information we have retained about you in our
database, please send us an e-mail request for this information at info@Arboxapp.com. To help us address your request, please specify which information you wish to review. Once you have reviewed this information, at your request we will correct personal information about you that you state is erroneous. To request such a correction, please send an e-mail to info@Arboxapp.com. You should be aware, however, that it is not always possible to completely remove or modify information in our databases and servers although we will always make reasonable efforts to do so upon your request. Please also understand that due to the volume of traffic on the Application and correspondence received, we cannot make any representations about the timeliness of the making of such modifications. In addition, we are unable to modify your information in the records of any third party who has been provided with your information in accordance with this policy.

SALES TAX

Customers making purchases at the Arbox Store with a Ship To Address in the states of Florida, Idaho, and Pennsylvania will not have the current rate of sales tax added to their shopping cart but Arbox will remit the current rate of sales tax to the appropriate State Sales Tax Authority for each such qualifying sale.

CHOICE/OPT-OUT

If you "opt-in" to receive information from us, you can change your mind later. If you do not want to receive e-mail or other mail from us, please be sure to opt out of these features. All of these communications provide the ability for you to opt out of future communications through an 'unsubscribe' link at the bottom of the communication. If you sign up to enter a sweepstakes or contest, you are opted in to receive email communications. When submitting your information for these purposes, you will see the following message: “By submitting your email you are agreeing to receive promotional emails from Arbox. You may opt out at any time.” We do not sell your email or other contact information to third parties. Even if you opt out of receiving notices regarding our Terms of Use and other legal notices from us, such as this Privacy Notice, those notices will still govern your use of Arbox and orders placed with Arbox, and it is your responsibility to review them for changes. You should be aware that it is not always possible to completely remove or modify information in our databases and servers, although we will always make reasonable efforts to do so upon your request, and we are unable to have your information removed from the records of any third party who has been provided with your information in accordance with this policy.

CONSENT TO TRANSFER

The Application are operated in the United States. If you are located in the European Union or elsewhere outside of the United States, please be aware that any information you provide to us will be transferred to the United States. By using our Website, participating in any of our services and/or providing us with your information, you consent to this transfer.

YOUR ACCEPTANCE OF THESE TERMS

By using any of the Application, you signify your acceptance of our Privacy Policy, your promise to comply with the representations you make and contained in the Privacy Policy and Terms of Use, and your understanding of the scope and limitations of the protections provided under the Privacy Policy and Terms of Use. If you do not agree to these policies, please do not use our Application. Your continued use of the Application following the posting of changes to our Terms of Use or Privacy Policy will mean that you accept those changes.

Last modified on July 2015
APPLICATION TERMS OF USE & EULA (END USER LICENSE AGREEMENT)

By installing or using the Arbox application or "app" software and services including any accompanying documentation, read-me files or other files, as amended from time to time (collectively, the "Application"), you individually or the entity on whose behalf you are acting ("You" or "Your") agree that Your use of this Application is subject to these Terms of Use and License Agreement (the "Agreement"). READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO INSTALLING OR USING THE APPLICATION. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT DOWNLOAD OR OTHERWISE USE THE APPLICATION OR YOU MUST DELETE THE APPLICATION FROM YOUR PHONE, PDA, COMPUTER OR OTHER HARDWARE. PLEASE NOTE THAT YOU MAY NOT USE, COPY, MODIFY OR TRANSFER THE APPLICATION OR ANY COPY, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

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THE APPLICATION

The Application is owned by and is being licensed to You by Arbox, LLC and its affiliates (the "Company"). The Company may elect, in its sole discretion, to change, edit, or discontinue the Application at any time, without notice.

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OWNERSHIP

By entering into this Agreement with Company, You agree that this is a license and not a sale of the Application. You agree that the Application, including but not limited to graphics, audio clips, and editorial content, contains proprietary information and materials owned by Company or other third parties and protected by applicable intellectual property and other laws, including but not limited to trade secrets, copyright and patents, and that You will not use such proprietary information or materials in any way whatsoever except for use of the Application in compliance with the terms of this Agreement. Your rights to use the Application are limited to the terms specified in this Agreement, and nothing herein shall reduce or modify the Company’s ownership of the Application. The Company retains and reserves all rights not expressly granted to You herein.

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LICENSE

Subject to Your acceptance and ongoing compliance with the terms of this Agreement, the Company grants You a personal, non-exclusive, non-transferable, and limited license to install and use the Application on a single authorized computing device located on your iPhone or iPod touch that You that own or control in the United States and its territories or any other country to which this Application is offered by the Company for use, provided that all uses must be for personal and entertainment purposes only, subject to the Usage Rules in Apple's App Store Terms of Service (which are located athttp://www.apple.com/legal/itunes/us/terms.html#SERVICE). Nothing in this Agreement grants You any rights to any related documentation, support, upgrades, maintenance or other enhancements to the Application, and neither Company nor Apple Inc. have any obligation to furnish any such services regarding this Application.

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RESTRICTIONS
You may not make copies of the Application, modify or create derivative works of the Application, decompile or reverse engineer the Application or otherwise attempt to create the source code from the Application, or in any way attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Application. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to Your use of the Application. No portion of the Application may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, sublicense or distribute Application, in any manner, and You shall not exploit the Application in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You may not release the results of any performance or functional evaluation of any Application to any third party without prior written approval of Company for each such release. You shall not use or otherwise export or re-export the Application, except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained.

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CHANGES

The Company reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify the Application or this Agreement, and to impose new or additional rules, policies, terms, or conditions on Your use of the Application. Unless expressly stated to the contrary, such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the Application following the Company's adoption and posting of any Additional Terms will be deemed to constitute Your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference. The most recent terms this Agreement for the Application are always available for viewing at [http://www.Arbox/fun/disclaim.htm](http://www.Arbox/fun/disclaim.htm) and such posted terms will show the last date such terms were updated.

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ACCESS

You must provide, at Your own expense, the hardware, computer, equipment, internet access, or wireless connection to access and use this Application.

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CONTENT

The Application may offer features that allow You to, among other things, submit, store, manipulate and distribute content selected or produced by You ("Individual Content"). You represent, warrant, and agree that such Individual Content and any use by You of features that allow for the transmission, posting or sharing of Individual Content shall be Your sole responsibility, shall not infringe or violate the intellectual property or other rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, offensive, defamatory, objectionable, or in poor taste, and that You have obtained all necessary rights, licenses, permissions, or clearances necessary to engage in such activities. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIVIDUAL CONTENT, INFRINGING CONTENT, OR ANY OBSCENE, OFFENSIVE, DEFAMATORY, Slanderous, OBJECTIONABLE, UNLAWFUL, OR ILLEGAL CONDUCT ARISING OUT OR RELATED TO YOUR USE OF THE
APPLICATION, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING
RESTS ENTIRELY WITH YOU.

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR
ANY CONTACT OR INTERACTION BETWEEN YOU AND ANY OTHER USE OF THE
APPLICATION AND THAT YOU BEAR THE SOLE RISK OF TRANSMITTING THROUGH
THE APPLICATION ANY CONTENT, INCLUDING INFORMATION WHICH IDENTIFIES
YOU OR YOUR LOCATION. ANY SUBMISSION YOU MAKE ON THE APPLICATION MAY
BE REMOVED BY THE COMPANY WITHOUT YOUR PRIOR CONSENT.

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ARBOX APPLICATION

The Application may facilitate Your ability to use Your iPhone, iPad, or iPod to use
BodySpace, an interactive community, which is located at bodyspace.Arbox and the
Company's forums, which is located at forum.Arbox. Future versions may facilitate Your
ability to use Your iPhone, iPad, or iPod in other areas on the Company's website,
www.Arbox. By using the Company's website, including, without limitation BodySpace and the
forums, You have already agreed to comply with the Company's terms and conditions, which
are located athttp://www.Arbox/termsofuse.htm#terms.

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PRIVACY

The Company's collection, use, sharing and transfer of any data generated, or any Individual
Content You may provide, in connection with Your use of the Application is subject to the
Company's Privacy Policy available athttp://www.Arbox/termsofuse.htm#privacy. You agree
the Company may collect and use technical data and related information, including but not
limited to technical information about your use of the Application that is gathered periodically
to facilitate the provision of the Application and other services to You from the Company. You
also agree that the Company may send you promotional material, advertisements, specially
offers, and coupons.

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THIRD PARTY SERVICES

The Application may facilitate Your use of third party services not provided by the Company
such as Twitter™ ("Third Party Services"). The Company makes no representations or
warranties regarding the performance of such Third Party Services, their compliance with
applicable laws and regulations, or any other aspect of such Third Party Services. Your use of
Third Party Services is at Your own risk and You are solely responsible for complying with all
legal and contractual requirements necessary for using Third Party Services, including
Twitter's Terms of Service and Privacy Policy, as provided on www.twitter.com. You
acknowledge that in order to post content into a "tweet stream" section of the Application, You
must have a Twitter account and input this log-in information into the Application. If you do
submit postings into the tweet stream, this Individual Content (along with Your Twitter user
name) will be displayed to other users of the Application viewing the same tweet stream as
well as on Your Twitter page.

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TRADEMARKS
All Company logos and trademarks used in connection with the Application (including, without limitation ARBOX is trademarks or registered trademarks of Company in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Application, including Apple®, iPad®, iPod®, iPhone® and Twitter™, are the trademarks of their respective owners and are protected by US and international trademark laws and conventions. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks. You may not use Company's name or other trademarks or refer to Company or Company's products directly or indirectly in any papers, articles, advertisements, sales presentations, news releases or releases to any third party without the prior written approval of Company for each such use.

TERMINATION

This license is effective until terminated. You may terminate this license at any time by permanently deleting the Application from Your computing device. This license automatically terminates if You fail to comply with its terms and conditions. On the termination of the license, regardless of the reason for termination, You agree that, upon such termination, You will cease use of the Application and delete and permanently erase all copies, in whole or in part, of the Application.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATIONS

13.1. THE COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APPLICATION WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME THE COMPANY MAY REMOVE OR SUSPEND THE APPLICATION AT ANY TIME. THE COMPANY DOES NOT ENSURE THAT ANY CONTENT YOU ACCESS OR DOWNLOAD WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER YOU ACKNOWLEDGE THAT THE CONTINUED PROVISION OF THE APPLICATION RELIES UPON THE GENERAL OPERATION OF THE INTERNET, THE WORLD WIDE WEB, YOUR SERVICE PROVIDER, AND OTHER FACTORS NECESSARY FOR THE CONTINUOUS OPERATION OF THE INTERNET AND WORLD WIDE WEB THAT ARE BEYOND COMPANY’S CONTROL.

13.2. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NONINFRINGEMENT. COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. YOU ASSUME ALL RESPONSIBILITY AND RISKS FOR YOUR USE OF THE APPLICATION. YOUR SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION OF THE APPLICATION IS TO STOP USING THE SERVICE.

13.3. IN NO CASE SHALL THE COMPANY, ITS PARENT COMPANY AND ALL OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR
ANY OTHER COMMERCIAL DAMAGES OR LOSSES AND ANY PERSONAL INJURY CLAIMS OR LOSSES REGARDLESS OF THE THEORY OF LIABILITY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING FROM YOUR USE OF ANY OF THE APPLICATION OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE APPLICATION, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR FEATURE POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL COMPANY'S TOTAL AND CUMULATIVE LIABILITY UNDER THIS AGREEMENT OR ARISING IN ANY WAY FROM YOUR USE OF THE APPLICATION EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE REMEDY STATED HEREIN FAILS ITS ESSENTIAL PURPOSE.

13.4. COMPANY DOES NOT REPRESENT OR GUARANTEE THAT THE APPLICATION WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND THE COMPANY DISCLAIMS ANY LIABILITY RELATING THERETO.

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WAIVER AND INDEMNITY

BY USING THE APPLICATION, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPANY, PARENT COMPANY AND ALL OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, LICENSEES, MEMBERS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE APPLICATION, YOUR INDIVIDUAL CONTENT OR ANY ACTION TAKEN BY THE COMPANY AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION BY YOU OF THIS AGREEMENT.

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GOVERNING LAW AND CHOICE OF VENUE

This Agreement and all questions arising in connection with it shall be governed by the laws of the State of Idaho, without giving effect to any choice of law or conflict of law rules or provisions. You irrevocably agree that any legal action, suit, cause of action, or proceeding against or on behalf of You arising out of, or in connection with, this Agreement or transactions contemplated hereby or disputes relating hereto shall be brought exclusively in the state or federal courts located in Ada County, Idaho and Employee hereby irrevocably accepts, and submits to, the exclusive jurisdiction of the aforesaid courts in personam, with respect to any such action, suit or proceeding and waives any and all objections to the exercise of such jurisdiction in the aforesaid courts, including any objections based upon forum non conveniens.

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TIME WITHIN WHICH CLAIMS MUST BE BROUGHT

YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION AND THESE TERMS
OF USE MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE DISPUTE, CLAIM OR CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH DISPUTE, CLAIM OR CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

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MISCELLANEOUS

If any provision of this Agreement shall be unlawful, void, or unenforceable, then that provision shall be deemed severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement is the complete, final and exclusive statement of the agreement between the parties with respect to the Application and supersedes any proposal or prior contemporaneous agreement or communications between the parties (whether oral or written) relating to the subject matter hereof. In the event a conflict exists between this Agreement and the Privacy Policy set forth in paragraph nine, this Agreement shall prevail. No failure or delay (in whole or in part) on the part of either party to exercise any right or remedy hereunder shall operate as a waiver thereof or affect any other right or remedy. Waiver of a breach shall not waive the right to enforce any subsequent breach under this Agreement. If You have any questions regarding this Agreement, You may contact us at webmaster@Arboxapp.com.

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ELECTRONIC SIGNATURES AND CONTRACTS; SUFFICIENT LEGAL AGE

Your use of the Application includes the ability to enter into agreements electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THIS AGREEMENT. YOU REPRESENT THAT YOU ARE OF A SUFFICIENT LEGAL AGE NECESSARY TO LEGALLY ENTER INTO AND BE BOUND BY LEGAL AGREEMENTS FORMED THROUGH THE APPLICATION. IF YOU ARE UNDER THE AGE OF 18, USE OF THE APPLICATION SHOULD ONLY OCCUR WITH THE INVOLVEMENT OF YOUR PARENT OR GUARDIAN.

Last modified on July 2015

CONTACTING US