

Avengersoft Solutions Private Ltd and/or its subsidiaries and affiliates (referred to as "Avengersoft", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and Avengersoft. By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions as its authorized representative, in which case the terms "you" or "your" will refer to such entity and its affiliates as well as you. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, and use or access the Services as an authorized representative.

## A. GENERAL TERMS

### 1. AGREEMENT

This Agreement describes the terms governing your use of the Avengersoft online services such as its product Dentsoftware or related products and services provided to you on this website or direct including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

### 2. YOUR RIGHTS TO USE THE SERVICES

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Avengersoft. Avengersoft reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Avengersoft grants to you a personal, limited, nonexclusive, non-transferable right and license to use the Services.

2.2 You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
- Make the Services available on any file-sharing or application hosting service.
- Connect the Service with any other unauthorised service, software or product,

**3. PAYMENT.** For Services offered on a payment or subscription basis, the following terms apply, unless Avengersoft or its authorized distributors or vendors notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

1. Payments will be billed to you in Indian rupees or US Dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.

2. You must pay with one of the following:
  - A valid credit card acceptable to Avengersoft or its authorized distributors or vendors;
  - A valid debit card acceptable to Avengersoft or its authorized distributors or vendors;
  - Sufficient funds in a current or savings account to cover an electronic debit of the payment due; or
  - By another payment option Avengersoft or its authorized distributors or vendors provides to you in writing.
3. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
4. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
5. Avengersoft or its authorized distributors or vendors will automatically renew your monthly or annual Services at the current rates, unless the Services are cancelled or terminated under this Agreement.
6. Additional cancellation or renewal terms may be provided to you on the website for the Services.
7. All authorized refunds will be made in the original form of payment to Avengersoft or its authorized distributors or vendor(s).

#### **4. USE WITH YOUR MOBILE DEVICE**

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

AVENGERSOFT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

**5. YOUR PERSONAL INFORMATION.** You can view Avengersoft's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Avengersoft Privacy Statement, and changes published by Avengersoft. You agree that Avengersoft may use and maintain your data according to the Avengersoft Privacy Statement, as part of the Services. You also give Avengersoft permission to aggregate your non-personally identifiable data which you enter or upload with that of other users of the Services. For example, this means that Avengersoft may use that aggregated data to improve services, design promotions, or provide ways for you to compare business practices with other users. You hereby

agree that the “reasonable security practices and procedures” under section 43A Explanation (ii) of the Information Technology Act, 2000 means the Avengersoft’s Privacy Statement and such data security procedures that Avengersoft may implement from time to time and which may, in Avengersoft’s discretion, be informed to you from time to time.

## 6. CONTENT

**6.1 You are responsible for your content.** You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), which is uploaded, posted or stored through your use of the Services. You grant Avengersoft a worldwide, royalty-free, non-exclusive license to host and use the Content in order to provide you with the Services. You agree not use the Services for any illegal purpose or in violation of any applicable law or regulation. You are encouraged to archive your Content regularly and frequently. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You must provide all required and appropriate warnings, information and disclosure. You agree that you will not use the Services to share, store, or in any way distribute financial data that is not in accordance with the law. Any users suspected of having information which involves fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated, their financial data erased, and they also may be reported to law enforcement officials in the appropriate jurisdictions. Avengersoft is not responsible for the Content or data you submit on the website.

You agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

1. Fraudulent, libelous, offensive, hateful, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local or foreign law; indecent, profane (including masked profanity where symbols, initials, intentional misspellings or other characters are used to suggest profane language), obscene, lascivious, sexually explicit, pornographic, paedophilic, abusive, threatening, menacing, misleading, derogatory, harassing, illegal or defamatory information or communication, that is likely to disturb public tranquility and peace, cause feelings of enmity, hatred or ill will between different religious, racial, ethnic, language or regional groups or castes or communities or disrupts the harmony between them or provokes disturbance, causes hurt to the religious sentiments of a community or harms minors in any way, insults the modesty of a woman or which contain false information about any person or organization or harms such persons life, reputation and/or property, or any material that interferes with the ability of others to enjoy or utilize the Services, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever. We do not tolerate harassment, or denigration based on age, gender, race, religion, national origin, sexual orientation or disability;
2. Content or data that belongs to another person and to which you do not have any right to;
3. Content or data that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
4. Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual’s privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a

minor) or deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

5. Except as otherwise permitted by Avengersoft in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
6. Virus, trojan horse, worm or other disruptive or harmful software or data; and
7. Any information, software or Content which is not legally yours and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.

**6.2 Community forums.** The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Avengersoft is not responsible.

**6.3 Avengersoft may freely use feedback you provide.** You agree that Avengersoft may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Avengersoft a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Avengersoft in any way.

**6.4 Avengersoft may monitor your Content.** Avengersoft may, but has no obligation to, monitor content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect Avengersoft or its customers, or operate the Services properly. Avengersoft, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

## 7. ADDITIONAL TERMS

**7.1 Avengersoft does not give professional advice.** Unless specifically included with the Services, Avengersoft is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

**7.2 We may tell you about other Avengersoft services.** You may be offered other services, products, or promotions by Avengersoft ("Avengersoft Services"). Additional terms and conditions and fees may apply. With some Avengersoft Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Avengersoft permission to use information about your business and experience to help us to provide the Avengersoft Services to you and to enhance the Services. You grant Avengersoft permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant Avengersoft permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

**7.3 Communications.** Avengersoft may be required by law to send you communications about

the Services or Third Party Products. You agree that Avengersoft may send these communications to you via email or by posting them on our websites

**7.4 You will manage your passwords and accept updates.** You are responsible for securely managing your password(s) for the Services and to contact Avengersoft if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

## **8. DISCLAIMER OF WARRANTIES**

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVENGERSOFT, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. AVENGERSOFT AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2 AVENGERSOFT, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES ARE IN ACCORDANCE WITH APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS PROHIBITED BY THE APPLICABLE LAWS OF INDIA AND FOR THE AVOIDANCE OF DOUBT AVENGERSOFT DOES NOT EXCLUDE OR LIMIT LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) ANY OTHER LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED BY CONTRACTUAL AGREEMENT OF THE PARTIES.

**9. LIMITATION OF LIABILITY AND INDEMNITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF AVENGERSOFT, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, AVENGERSOFT, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET AVENGERSOFT SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF AVENGERSOFT AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF AVENGERSOFT, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Avengersoft and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Avengersoft reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Avengersoft in the defense of any Claims.

**10. CHANGES.** We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.

**11. TERMINATION.** Avengersoft may immediately, in its sole discretion and without notice terminate this Agreement or suspend the Services if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Avengersoft's rights to any payments due to it. Avengersoft may terminate a free account at any time. Sections 2.2, 3 through 14 will survive and remain in effect even if the Agreement is terminated.

**12. EXPORT RESTRICTIONS.** You acknowledge that the Services, including the mobile application, and the underlying software may include technical data subject to restrictions under export control laws and regulations administered by the Indian government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

**13. GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed

by, subject to and interpreted in accordance with the laws of India, and, any dispute arising out of or relating to this Agreement, or the breach thereof, whether occurring while this Agreement is in effect or thereafter, shall be resolved through binding arbitration conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 by an arbitrator selected in accordance with such Act and agreed to by the parties. The arbitration proceeding shall take place at Mumbai, India and shall be conducted in the English language, including notices between the parties. Notices between the parties shall be by personal delivery, facsimile transmission, or certified or registered mail, return receipt requested, and shall be deemed given upon receipt at the address of the recipient party or ten (10) days after deposit in the mail. If the notice is to Avengersoft, it shall be sent to the attention of the Legal Department. Each party shall pay its own legal fees of and incidental to the preparation, completion and enforcement of this Agreement. In the event of any invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Subject to the above arbitration, the parties hereby submit to the exclusive jurisdiction of the courts of Bangalore.

**14. LANGUAGE.** Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

**15. GENERAL.** This Agreement, including the Additional Terms below, is the entire agreement between you and Avengersoft and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of Avengersoft. However, Avengersoft may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by Avengersoft or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Avengersoft via an email to: [mail@avengersoft.com](mailto:mail@avengersoft.com). If applicable, you agree to pay any documentary stamp taxes fees (where applicable) and registration fees with respect to this Agreement. To the extent that this Agreement is to be registered or recorded with the competent authority under the relevant laws, You agree to be responsible to complete such registration or recordal in a timely manner.

**July 2019**

## **B. ADDITIONAL TERMS AND CONDITIONS FOR THE AVENGERSOFT SERVICES**

**Your use of the following Services provided by Avengersoft are subject to the General Terms of Service above and these Additional Terms and Conditions. These Additional**

**Terms and Conditions will prevail over any conflict or inconsistency with the General Terms of Service.**

1. **SERVICES.** Each of the following products and services are referred to in this Agreement as a “Service” and together as the “Services”:
  1. **Dentsoftware.** Dentsoftware (“**DENTSOFTWARE**”) is an online solution for businesses to perform dental practice management through an online account (each a “**DENTSOFTWARE Account**”). Each DENTSOFTWARE Account may only be used to support one business.
  2. **Dentsoftware Accountant.** Dentsoftware Accountant (“**DENTSOFTWARE**”) is an online solution for dentists, dental clinics an dental colleges and other individuals or entities that provide dental services and other related services to their clients.
  3. **Modification to Services.** We have the right, in our sole discretion, to revise, update, or otherwise modify the Services or alter your access to the Services; and for material changes, to the extent reasonably possible, we will provide you with reasonable notice either posted on the website hosting the Services or to the Administrator’s (as defined below) email address. Note that we may modify the amount of storage space you have through the Services and the number of times (and the maximum duration for which) you may access the Services in a given period of time. In the event we need to maintain the security of the system or comply with any laws or regulations, we reserve the right to modify the Services immediately, and to provide the Administrator with electronic or written notice within thirty (30) days after any material modifications. You may reject any changes to the Services by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement to such changes.

**2. SUBSCRIPTION.**

1. **Payment for Services.** The Services are licensed on a yearly subscription basis to the User that pays for the Service. As the Administrator, you may choose whether you or another User pays for the license. Please review all of the details of the subscription that you purchase; some subscriptions provide access to one Service and others provide access to more than one Service.
2. **Subscription Cancellation.** The Administrator may notify us if he or she wants to cancel the subscription prior the beginning of the new subscription period. In the event that Avengersoft is unable to charge a User’s chosen payment method in accordance with this Agreement, we may terminate this Agreement and access to the Services immediately, without notice. If you stop using the Services, Avengersoft has fulfilled your subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated. After your access to the Services is terminated, you may no longer have access to any of the data or Content in the Services. We suggest you retain your own copies of any data or Content that you may need as Avengersoft is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

**3. ACCOUNT FEATURES.**

1. **Trial Version.** If you registered for a trial use of the Services, you will have access to the Services for the specified period of the trial ("**Trial Period**"). You must decide to purchase a license to the Services within the Trial Period in order to retain access to any Content or data provided or created during the Trial Period. If you do not purchase a license to the Services by the end of the Trial Period, you will not be able to access or retrieve any of the data or Content you added to or created with the Services during the trial.

2. **Beta Features.** From time to time, we may include new or updated beta features in the Services (“**Beta Features**”). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Feature is at your sole risk.

**4. PERMITTED DISCLOSURES AND USE OF DATA.** You acknowledge and agree that in order to provide you with access to and use of the Services, Avengersoft may provide your access information and account data to (i) your employee or agent who is identified in the registration data as the current system administrator for your account (the “Current Administrator”), and (ii) such other employee or agent who may be designated by you as a replacement administrator for the your account by following the procedures required by Avengersoft to effectuate such replacement. Any other person You identified as an authorized user of the Services will have access to the account data subject to the access permissions you or the system administrator assigned to them.

**5. SERVICE USE, STORAGE AND ACCESS.** Avengersoft shall have the right, in its sole discretion and with reasonable notice posted on the Service site and/or sent to you at the Current Administrator’s email address provided in the Registration Data, to revise, update, or otherwise modify the Service and establish or change limits concerning use of the Service, temporarily or permanently, including but not limited to (i) the amount of storage space you have on the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. Avengersoft reserves the right to make any such changes effective immediately to maintain the security of the system or User Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service to which such changes relate. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Avengersoft may, from time to time, perform maintenance upon the Service resulting in interrupted service, delays or errors in the Service. Avengersoft will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

**6. CANCELLATION.** Upon cancellation you will be able to access the Service only through the end of the subscription term, as specified in the product or product program pages. After the subscription term ends, you will not have any access to the Service or data. There are no refunds upon cancellation. Please follow product instructions to cancel your account.

**11. SOCIAL MEDIA SITES.** Avengersoft may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among anyone who has registered to use them. Any content you post, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

**12. THIRD PARTY PRODUCTS AND SERVICES.** Avengersoft may tell you about third party products or services, including via the Service. Avengersoft may offer products and services on behalf of third parties who are not affiliated with Avengersoft (“Third Party Products”) and/or provide access or links to third party websites (“Third Party Sites”). If you decide to use any Third Party Products or access any Third Party Sites, you are solely responsible for your selection, review of separate product terms, website terms and privacy policies. Avengersoft is not affiliated with these Third Party Products or Third Party Sites and does not endorse or recommend Third Party Products even if such products are marketed or distributed via our products, website or associated with Avengersoft in any way. **You agree that the third parties, and not Avengersoft, are solely responsible for the Third Party Product’s performance (including technical support), the content on their websites and their use or disclosure of your data. Avengersoft will not be liable for any damages, claims or liabilities arising from the third parties, Third Party Products or Third Party Sites.**

You agree that you will (i) comply with all applicable laws, regulation and ordinances; (ii) not use the Third Party Products in any manner that would infringe or violate the rights of Avengersoft or any other party; and (iii) not use the Third Party Products in any way in furtherance of criminal, fraudulent or other unlawful activity.