



The **Instinctive Drives®** System

## Terms of Use

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This website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein, in addition to the Link-up, Principles and Protocols available elsewhere on this website. Your use of this website constitutes your agreement to all such terms, conditions, and notices. If you do not agree with these Terms, do not use InstinctiveDrives.

Link-up reserves the right to change these Terms at any time. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on InstinctiveDrives or by electronic mail. Your continued use of InstinctiveDrives after such notice will be deemed acceptance of such changes. Link-up reserves the right to modify, suspend, or discontinue Link-up sites and services at any time with or without notice to you, and Link-up will not be liable to you or to any third party should it exercise such rights. Link-up reserves the right to terminate, restrict or deny your use of or access to the InstinctiveDrives site if Link-up determines, in its sole discretion that you are or may be engaged in violating these Terms, in addition to any other rights or remedies Link-up may possess.

## Eligibility

This website is intended solely for users who are at least thirteen (13) years of age, with a parent or guardian’s permission to use this website, or eighteen (18) years of age.

### Children under the Age of 13

Link-up does not knowingly collect or solicit personal information from anyone under the age of 13. If you are under 13, please do not attempt to use this website or send any information about yourself to us, including your name, address, telephone number or email address. No one under age 13 may provide personal information to or on this website. In the event that Link-up

have collected personal information from a child under age 13 without verification of parental consent, Link-up will delete that information as quickly as possible.

## Links to Third Party Sites

The website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Link-up and Link-up is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Link-up is not responsible for webcasting or any other form of transmission received from any Linked Site. Link-up is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Link-up of the site or any association with its operators.

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or service or the data contained therein; or (v) attempt to gain unauthorized access to the site or service.

## License Term

Any license purchased will be valid from the date issued for the period specified in the issued license. Unused licenses will automatically expire after a period of two (2) years from the date of purchase. Upon expiration of any order no refund or reimbursement will be due for any unused licenses. Activated licenses will be valid for the period defined on the order.

Link-up reserves the right to change the license fees for product and services at any time. Any changes to the license fees will not affect the terms of existing licenses, and you will be responsible for paying the fees in effect at the time of the license purchase.

## Your Responsibility

You are responsible for all activity occurring under your user account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of InstinctiveDrives, including those related to data privacy, international communications and the transmission of technical or personal data. You shall notify Link-up immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

If you cancel your InstinctiveDrives account or it is terminated, all of your profile information may be deleted from Link-up's database and removed from public areas of the site.

## User Content

Some areas of the Service may allow Users to post content such as feedback, comments, questions, and other information ("User Content"). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, "post") on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand that whether or not such User Content published, Link-up does not guarantee any confidentiality with respect to any User Content.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. Link-up reserves the right, but is not obligated, to reject and/or remove any User Content that Link-up believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Link-up takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You shall be solely responsible for your own User Content and the consequences of posting or publishing it. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. In connection with your User Content, you affirm, represent and warrant the following:

You are at least 18 years of age and have not been previously removed from the Service, or if you are under 18 years of age you are either an emancipated minor, or possess legal parental or

guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

Your User Content and Link-up's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity. Link-up may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise. To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

Link-up is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, objectionable, or inappropriate for children, and you agree that Link-up shall not be liable for any damages you allege to incur as a result of such User Content.

## Communications

**Consent to Communication.** By accepting this Agreement, the Licensee agrees to receive communications from the Licensor via email or other nominated communications channels for the purpose of providing important notices, updates, and information related to the Software Product.

**Opt-Out Option.** The Licensee may choose to opt out of receiving non-essential communications from the Licensor by following the instructions provided in such communications or by contacting the Licensor directly.

**Data Privacy.** The Licensee acknowledges and agrees that any personal information provided to the Licensor may be used in accordance with the Licensor's Privacy Policy, which is available on the Licensor's website or upon request.

**Contact Information.** The Licensee shall promptly notify the Licensor of any changes to their contact information, including email address and other nominated communications channels, to ensure the Licensee continues to receive important communications from the Licensor.

**Unsubscribe.** In the event that the Licensee wishes to permanently discontinue all communications from the Licensor, the Licensee may request to unsubscribe by contacting the Licensor directly.

**BY ACCEPTING THIS AGREEMENT, THE LICENSEE CONFIRMS THAT THEY HAVE READ AND UNDERSTOOD THE COMMUNICATIONS CLAUSE AND GRANT PERMISSION FOR THE LICENSOR TO**

CONTACT THEM VIA EMAIL OR OTHER NOMINATED COMMUNICATIONS CHANNELS FOR THE PURPOSES STATED HERE!

## Intellectual Property Ownership

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## Third Party Interactions

You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

## Indemnification

You agree to defend, indemnify, and hold harmless Link-up, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any content or other material you provide to the Link-up site, (ii) your use of any content on the Link-up site, or (iii) your breach of these Terms. Link-up shall provide notice to you promptly of any such claim, suit, or proceeding.

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## Termination of Access

Link-up reserves the right, in its sole discretion, to terminate your access to this website and the related services or any portion thereof at any time, without notice.

## Trademarks

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## Copyright Infringement

Link-up respects the intellectual property rights of others and Link-up expects you to do the same. Link-up prohibits you and other users of this website from unlawfully uploading or otherwise making available any materials that violate another party's intellectual property rights, including copyrighted material. When Link-up receive proper Notification of Alleged Copyright Infringement as set forth below and Link-up have a reasonable belief, in our sole discretion, that you have violated this Copyright Policy, Link-up may take any action Link-up deem appropriate. Link-up will promptly remove or disable access to the allegedly infringing material in accordance with the Digital Millennium Copyright Act (DMCA), 17 U.S. C. Â§ 512, and other applicable laws. Link-up also reserve the right, in our sole discretion, to notify, suspend or terminate the user who is deemed to infringe on other's intellectual property rights, whether or not there is any repeat infringing. These actions are in addition to and not instead of any and all other remedies that Link-up may have against you under the law.



## General

**Governing Law.** You agree that: (i) the Service shall be deemed solely based in the State of New South Wales (“NSW”), Australia; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Link-up, either specific or general, in jurisdictions other than NSW. This Agreement shall be governed by the internal substantive laws of NSW, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute which cannot be resolved within thirty (30) days, between you and Link-up that arises in whole or in part from the Service shall be decided exclusively by arbitration as set forth in the following paragraph.

**Arbitration.** For any claim under this Agreement the party requesting relief must elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties, failing such agreement, to an arbitrator to be appointed by the President of the Law Society of New South Wales. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction; d) the decision of any such arbitrator shall be final and binding on all parties; and e) each party shall bear their own costs.

**Notification Procedures.** Link-up may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by Link-up in our sole discretion. Link-up reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Link-up is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

**Entire Agreement/Severability.** This Agreement, together with any amendments and any documents referenced herein, shall constitute the entire agreement between you and Link-up concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Link-up's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.