# TERMS OF SERVICE

## (EFFECTIVE 02/01/2020)

#### General

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We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified. Accordingly, please review these Terms of Service found at this location on a periodic basis.

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# **User Obligations**

You access the Site on your own volition. You will, at all times, provide lawful and accurate information. You represent that you are at least the legal age of majority. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Site. If you permit any minor child to use this Site, you will be solely responsible for: (i) the online conduct of such minor child; (ii) the monitoring of such minor child's access to and use of the Site; and (iii) the consequences of any such usage.

#### Your License to Us

By posting or submitting any material (including, without limitation, comments, blog entries, postings, photos and videos) to us via the Site, internet groups, social media venues, or to any of our staff via email, text or otherwise, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are at least the legal age of majority. In addition, when you submit, email, text or deliver or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate.

You acknowledge and agree that any contributions originally created by you for us shall be deemed a "work made for hire" when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to AutopilotBNB from their creation. Thus, AutopilotBNB shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as AutopilotBNB determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a "work made for hire" under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to AutopilotBNB all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted material which are reproductions of prior works by you shall be co-owned by us.

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fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

#### Online Commerce

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these third party policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that AutopilotBNB shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Your purchase is for personal use only. Sharing of purchases is not permitted and will be considered unauthorized, an infringing use of our copyrighted material, and may subject violators to liability. If payment for a course is declined, our system will automatically disable access to our premium materials. (We understand. This usually happens because a credit card expires.) We want to help restore your access, so we'll make every attempt to contact you to help resolve this issue. Once the billing issue is resolved, we'll restore access.

#### Interactive Features

This Site may include a variety of features, such as message boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on

message boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- · Restrict or inhibit any other user from using and enjoying the Site.
- · Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- · Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- · Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- · Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- · Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- · Use the Site to post or transmit any unlawful, offensive, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- · Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- · Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- · Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- · Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- · Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

Any user failing to comply with these Terms of Service may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. AutopilotBNB or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by AutopilotBNB staff, AutopilotBNB's outside contributors, or by users not connected with

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AutopilotBNB has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Site. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request, enforce these Terms of Service, detect, prevent, or otherwise address fraud, security or technical issues, respond to user support requests, and to protect ourselves, our clients, sponsors, users and visitors.

We occasionally include access to an online community as part of our programs. We want every single member to add value to the group. Our goal is to make your community the most valuable community you're a member of. Therefore, we reserve the right to remove anyone at any time. We rarely do this, but we want to let you know how seriously we take our communities.

#### Registration

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or message boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form, and to update this information when it changes. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

## **Passwords**

To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

## Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

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## **Enforcing Security**

You may not use the Site or any of AutopilotBNB's data, systems, network, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior. In order to maintain security, you have

no reasonable expectation of privacy while using the Site because we reserve the right to view, monitor, and/or record activity on the Site. Such recorded activity is subject to review by law enforcement organizations. We will also comply with all court orders or subpoenas involving requests for information.

# Injunctive Relief

You agree that AutopilotBNB shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these Terms of Service. Accordingly, you hereby waive any requirement that we post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to us to enforce any provision of these Terms of Service.

#### **Termination**

These Terms of Service will take effect (and re-take effect) the moment you register, respond to a request for information, and/or begin downloading, accessing, or using the Site, whichever is earliest. We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. You may also terminate these Terms of Service at any time by ceasing to use the Site, but all applicable provisions of these Terms of Service will survive termination, as identified below, and each re-access or use of the Site will reapply these Terms of Service (then in effect) to you. All provisions which by their nature should survive the expiration or termination of these Terms of Service, including without limitation the provisions concerning ownership of proprietary rights, the restrictions imposed on you with respect to material downloaded from the Site, waiver and severability, entire agreement, governing law and the disclaimers and limitations of liabilities, shall survive these Terms of Service for any reason.

# Waiver & Severability

Failure to insist on strict performance of any of these Terms of Service will not operate as a waiver of any subsequent default or failure of performance. No waiver by AutopilotBNB of any right under these Terms of Service will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

#### **Entire Agreement**

No joint venture, partnership, employment, affiliate, or agency relationship exists between you and AutopilotBNB as result of these Terms of Service or your utilization of the Site. These Terms of Service represent the entire agreement between you and BNB Formula with respect to use of the Site, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and AutopilotBNB with respect to the Site. You may not

assign or transfer any rights under these Terms of Service without the prior written consent of AutopilotBNB.

#### Other

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by AutopilotBNB infringe your copyright, you, or your agent may send to AutopilotBNB a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon AutopilotBNB actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to AutopilotBNB a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright for details. AutopilotBNB's Copyright Agent for notice of claims of copyright infringement or counter notices can be reached at: support@autopilotbnb.com

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## Contact Us

If you have any questions about these Terms of Service you may contact us at:

Email: support@autopilotbnb.com