



metaintro

Terms of Service

Effective Date: January 9th, 2023

This website ("Site") is owned and operated by Metaintro, Inc. ("**Metaintro**," "**we**," or "**us**"). These Terms of Service (these "**Terms of Service**") applies to any access or use by you (herein with "**you**" or "**your**" or "**User**"), which governs your use of the Metra Intro websites (the "**Site**" or "**Sites**") and/or access to any mobile sites, applications, pop-ups, dashboards, widgets, and other mobile interactive features associated with the Site and all digital assets contained or offered therein (collectively, our "**Services**"), through other services that we may offer in connection with our Site and Services, through our official social media pages that we control, as well as through email and SMS messages that we send to you.

By accessing or using the Services, you signify that you have read, understood and agree to be bound by these Terms of Service. If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to enter into these Terms of Service and are able to bind such employer or other entity to the terms and conditions of these Terms of Service. These Terms of Service incorporates the Metaintro [Privacy Policy](#) .

We reserve the right to amend these Terms of Service (including the Privacy Policy and any Terms of Service) at any time by notifying you as provided in these Terms of Service. Your continued use of the Services after any such change constitutes your acceptance of the revised Terms of Service. If you do not agree to any of these Terms of Service, you are not permitted to use or access (or continue to access), the Services.

SECTION 12 OF THESE SPECIFIC TERMS OF SERVICE INCLUDES A MANDATORY AGREEMENT TO ARBITRATE, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT UNLESS YOU VALIDLY ELECT TO OPT OUT OF SUCH PROVISION. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

DO NOT ACCESS OR USE ANY OF THE SERVICES IF YOU DO NOT AGREE TO THESE TERM OF SERVICE IN THEIR ENTIRETY.

1. USE OF THE SERVICES

A. Eligibility

You represent that you are a natural person over eighteen (18) years of age, that your access to or use of the Site and the Services does not violate applicable laws, and that you agree with all the terms of these Terms of Services. If we learn that personal information from users under 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records.

B. Contact by Telephone or SMS

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, by using the Services, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered whether by you or someone else. Agents or representatives of Metaintro calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates, or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account with information or questions about your account.

You certify, warrant, and represent that the telephone numbers that you have provided to us are your contact numbers. You agree to promptly alert us whenever you stop using a particular telephone number. You also agree that we may contact you by email, using any email address you have provided to us or that you provide to us in the future. We may record phone calls between you and our representatives without notice to you as permitted by applicable law.

C. Contact with You by Email

By providing Metaintro your email address, you consent to our using the email address to send you Service-related and other non-commercial notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers (to the extent permitted by the laws of the jurisdiction where you reside). If you have consented to receive email alerts or marketing communications from us, we will send you such communications until you opt-out.

Please note, that while you can opt-out of marketing messages and email job alerts, you cannot opt-out of service-related communications, including those related to security, legal notices, your account, your use of our Services, billing, and other transactional purposes unless you deactivate your account and stop using our Services.

D. User Accounts

When creating your account or uploading information to the Services through your account, you represent and warrant that you will provide accurate and complete information. You agree to ensure that your registration information for your account is current. You are solely responsible for the activity that occurs under your account. You are expected to use "strong" passwords with your account.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You understand that even if you notify us, you will be totally responsible for all activities that occur under your account. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Service.

By connecting to the Services using a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For example, if you access the Services through a social networking site, you agree that Metaintro can access, store, and make available on the Services, any information and data that you provide in your applicable social networking site account such that the same information is available in your Metaintro account. You agree that we are not liable for any personal data that is made available to us in violation of your privacy settings with the applicable social networking site.

Metaintro may suspend or terminate your account and/or your access to the Services, or any portion of the Services at any time without notice to you, for any reason, including if in our sole discretion we determine that you have violated the terms of these Terms of Service (including in accordance with Section 1E below). Upon any such termination, all the provisions of these Terms of Service shall continue to survive except for any provisions that grant you access to any of the Services. You agree that we will have no liability to you for any termination or suspension of your access to the Services or your account, or the deletion of information contained within such account.

E. General Rules for Use of Services

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the Metaintro servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Metaintro grants the operators of public search engines revocable permission to use spiders to copy materials from Metaintro.com for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited communications; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information from the Services, except as expressly permitted by certain features of the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xiii) disclosing or sharing login credentials; (xiv) reverse engineering or decompiling any parts of the Services; (xv) frame or link to any information or content on the Services; (xvi) post or submit any

inaccurate, incomplete, or false biographical information or another person's information; or (xvi) post or submit any material that is unlawful, illegal, defamatory, offensive, discriminatory, threatening, or obscene as determined by Metaintro.

We may, without prior notice, change any aspect of the Services; stop providing the Services or features of the Services; or create usage limits for the Services (for paid products and services). If any such change, cessation or limitation of the Services materially and adversely affects you, then you may terminate the Services on written notice to us. In the event of such termination, you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current subscription plan. We may permanently or temporarily limit, condition, terminate or suspend your access to the Services or any features thereof, including if in our sole determination (acting reasonably) you breach or violate any provision of these Terms of Service, commit fraud or other abuse using the Services.

You are solely responsible for your interactions with other Metaintro Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Metaintro shall have no liability for your interactions with other Users, or for any User's action or inaction. Metaintro shall have no obligation to you to enforce these Terms of Service against any other User.

2. USER CONTENT AND USERS

A. Posting or Viewing User Content

The Services may allow Users to post and/or provide content that may be viewable by other Users, including, but not limited to, content of messages, resumes/CVs, logos, trademarks, comments, questions, and other content or information ("User Content").

User Content is the sole responsibility of the person or entity that provided the User Content. You shall be solely responsible for your User Content and the consequences of posting, providing or publishing it.

B. No Warranties or Obligations

You agree that Metaintro makes no representations, warranties, promises or guarantees regarding any content provided or generated by third parties. Metaintro has no obligation to screen or verify the accuracy, legality, legitimacy, truthfulness, or completeness of User Content, and accordingly, you accept that Metaintro is not responsible and has no liability for User Content. You understand that you may be exposed to User Content that is inaccurate, incomplete, illegal, misleading, false, offensive, constitutes spam, or is otherwise unsuited to your purpose. Your reliance on any User Content is at your own risk.

Notwithstanding the foregoing, although Metaintro has no obligation to screen User Content, to the extent that Metaintro becomes or is made aware of User Content that may or does (i) violate the terms of these Terms of Service, or (ii) violate any law or regulation, or (iii) violate the rights of third parties, or (iv) create liability for Metaintro or otherwise negatively impact Metaintro, Metaintro reserves the right to reject and/or remove such User Content, and suspend and/or terminate any User Account associated with such User Content.

C. User Interactions and Assumption of Risk

You understand and agree that Metaintro does not, and cannot, confirm that each User is who he/she/they claim to be. We are not responsible for authenticating Users and therefore it is your responsibility to conduct the appropriate due diligence before communicating or interacting with other Users, including, without limitation, employers, staffing agencies, and recruiters. You assume all risks associated with Users with whom you come into contact. If you have any disputes or issues with any User you agree to pursue any remedies directly with the applicable User and you release Metaintro, its subsidiaries, and their respective employees, directors and agents from all claims, demands and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

4. OUR PROPRIETARY RIGHTS

These Terms of Service provides only a limited license to access and use the Services in accordance with the terms of these Terms of Service. Accordingly, you hereby agree that Metaintro transfers no ownership or intellectual property interest or title in and to the Services or any materials used in connection with the Services, including, without limitation, software, (including source code), programs, products, information, documentation, images, text, graphics, user interfaces, visual interfaces, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (the, "**Metaintro Content**"). Metaintro, the Metaintro logo, and all other marks are proprietary trademarks of Metaintro and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior written permission of Metaintro is hereby strictly prohibited. Except as explicitly provided herein, nothing in these Terms of Service shall be deemed to create a license in or under, any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the Metaintro Content or materials on the Services for any purpose not expressly permitted by these Terms of Service is strictly prohibited.

If you provide Metaintro with any feedback with regards to the Services ("**Feedback**"). Such Feedback will be deemed to include a royalty-free, perpetual, irrevocable, transferable, sublicensable, and non-exclusive right and license for Metaintro to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on any such Feedback without additional approval or consideration and you hereby waive any claim to the contrary.

5. FREE TRIALS AND PAID SERVICES

A. Billing Policies

If you elect to use a paid feature of the Services, you agree to the pricing and payment terms for the applicable Services, as we may update them from time to time. Any recurring charges are billed in advance of service. Metaintro may (1) add new services and products for additional fees and charges, at any time in its sole discretion, or (2) amend fees and charges for existing services, at any time in its sole discretion upon notice. Cancellation requests should be made in accordance with Section 5.E.

We may also provide certain products or services via our third-party partners and you agree that your use of such third-party products or services is subject to the contractual (including payment) terms presented by such third parties should you wish to use their services. You further agree that Metaintro has no responsibility for such third-party services and your use of such services is entirely at your own risk. Any change to the fees for paid services shall become effective in the billing cycle following notice of such change to you.

B. No Refunds for Paid Services

You may cancel your subscription to paid services at any time, pursuant to Section 5.E below, and you accept that you will not receive a refund of pre-paid fees for such cancellation. In the event that Metaintro suspends, limits, conditions, or terminates your access to the Services and/or your account due to your material breach of these Terms of Service or any other agreement that you have with Metaintro, you understand and accept that you will not receive a refund for any unused time with respect to fees that you have pre-paid for a subscription plan, product or service.

C. Payment Information; Taxes; Delinquent Payments

All information that you provide in connection with a monetary transaction must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction at the prices in effect when such charges are incurred. You will also pay any applicable taxes relating to such transactions. If at any time Metaintro is required by a taxing authority to pay any taxes not previously collected from you, you will promptly submit such taxes (including applicable penalties and interest, if any) to Metaintro upon written notice.

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (eighteen percent per annum) or the highest rate permitted by law, if less, from the payment due date until paid in full. You will be responsible for all reasonable expenses (including legal fees and expenses) incurred by Metaintro in collecting delinquent amounts, except where the delinquent amounts are due to billing inaccuracies. In addition, if you are late in payment of any fees, we reserve the right to either (i) immediately suspend or terminate your access to the applicable Services without notice, and in the event of any such suspension or termination, you will remain responsible for the entire amount of fees owing for such Services; or (ii) bill your credit/debit card on file with us under this or any other agreement. Unless your subscription plan is terminated timely and correctly, you will continue to accrue charges even if you don't use the subscribed Services.

D. Credit and Debit Cards

In the event that you pay for any Services using a credit card or debit card, you authorize Metaintro to charge your credit or debit card (or other acceptable payment method that you have chosen from those offered) ("**Payment Method**"), for the applicable fees for the duration of the applicable term of your selected subscription plan or other paid service or product, together with any applicable sales, use, excise, goods and services tax (GST), consumption or other similar tax applicable to the Services. You represent that you are authorized to use the Payment Method on your company's behalf, and you agree to accept an electronic record of a receipt. If at any time your Payment Method will not accept the charge for fees due, you agree that Metaintro may suspend or terminate your access to the applicable Services and that you will continue to remain liable for the full payment for such Services even after your access to the Services has been terminated or suspended. By providing any Payment Method, you agree that applicable credit card, debit card and billing information may be shared with third parties such as payment processors and credit agencies, and/or collection agencies for the purposes of checking your credit, effecting payment, collecting payments and late fees if applicable, and for providing the applicable Services to you or in order to

enforce our agreement with you. We may also share this information with law enforcement authorities and in response to subpoenas, court orders, and search warrants.

E. Free Trials and Subscription Services (for Clients that have not executed a paper contract)

EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT BETWEEN YOU AND META INTRO, OR BETWEEN YOU AND ONE OF OUR THIRD-PARTY PARTNERS, YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBSCRIPTION TO THE PAID SERVICES WILL AUTOMATICALLY RENEW UNLESS YOU CANCEL IT OR WE SUSPEND OR TERMINATE IT IN ACCORDANCE WITH THESE TERMS.

(i) Free Trial. If you have been offered a free trial to the job posting Services ("**Free Trial**"), you may be required to: (a) select a desired subscription plan ("**Subscription Plan**"), and (b) provide valid credit card/debit card and billing information. Your credit/debit card will not be charged until the expiration of the Free Trial. If you don't cancel prior to the end of the Free Trial term, we will automatically charge your debit/credit card for the first 30 days (if you are on a daily or monthly Subscription Plan) or the first year (if you chose an annual Subscription Plan) or other applicable recurring period depending on the selected Subscription Plan ("**Initial Plan Term**"). We will continue to charge your debit/credit card at the beginning of the applicable renewal period following the Initial Plan Term unless you notify Metaintro that you do not wish to renew prior to the end of the Initial Plan Term.

(iii) Subscription Plans and Renewals. Subscription Plans will automatically renew for recurring periods depending on the duration of your selected Subscription Plan (e.g., every 1 day, 30 days, 3 months, 6 months, annual or other period), and, as authorized by you by agreeing to the automatic renewal of your Subscription Plan during the sign-up process, unless you notify Metaintro of any changes or requests not to renew (i.e., to cancel), prior to the end of the Initial Plan Term (each, a "**Renewal Plan Term**") or each Renewal Plan Term. Cancellation requests should be made in accordance with the instructions provided on the applicable Metaintro website or in accordance with Section 5(E)(iv) below. At the time of the automatic renewal, the applicable subscription or other fees will be charged to the Payment Method provided and/or associated with your account, or you will be invoiced for payment.

(iv) Subscription Plan Cancellation. For paid Subscription Plans, you may cancel at any time effective at the end of the Initial Plan Term or any Renewal Plan Term by sending us an email at contact@metaintro.com, and one of our representatives will contact you. Your account will be canceled effective on your next billing date.

F. Suspension or Termination

(i) Suspension or Termination for Cause. Metaintro may suspend or terminate your access to the Services and/or these Terms of Service in the following instances: (I) if you breach these Terms of Service and cannot correct the breach within that period required by Metaintro if the breach is capable of cure; (II) immediately, if you fail to pay any monies owed to Metaintro for paid services; (III) immediately if you become the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; (IV) immediately in the event of violations of these Terms of Service; (V) for any abuse, inappropriate behavior, or other conduct which in our sole discretion adversely affects or has the potential to affect us, our employees or users of our Services; or (VI) immediately if you send excessive, disruptive, deceptive, dishonest, or abusive communications to another User by mail, email, text, phone, or other mode of communication (as may be determined in Metaintro's sole discretion), regardless if such

communication takes place on or off the Services; In the event of any suspension of your access to the Services and/or termination of these Terms of Service or any other agreement you have with Metaintro (other than a termination for convenience by Metaintro), you remain responsible for the entire amount of the fees (pre-paid and/or due) and you will not receive a refund of any pre-paid fees, for the applicable Services. Metaintro may also suspend your access to the Services without penalty and without notice, in the event of a suspected violation of these Terms of Service.

(ii) Suspension or Termination for Convenience. Metaintro can terminate your access to the Services and/or these Terms of Service for convenience via email notification to you and, in the event of such termination for convenience, you will receive a pro-rata refund of any pre-paid fees pertaining to Services that will not be provided as a result of the termination.

(iii) Your Termination Rights. You may terminate these Terms of Service if Metaintro materially breaches these Terms of Service and does not cure the breach within ten (10) days after receipt of written notice from you, which notice must be emailed to: contact@metaintro.com. Pre-paid fees are non-refundable, except in the case of an uncured material breach by Metaintro (and in the absence of any contributory act and/or omission to act by you), in which case you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current Subscription Plan.

7. PRIVACY AND SECURITY

Please refer to our [Privacy Policy](#) for information regarding how we collect, process, share and store your Personal Data.

Unfortunately, the transmission of information over the Internet is not completely secure and we cannot, therefore, guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal data for improper purposes. You acknowledge that you provide your personal data at your own risk. Any actual or attempted use of the Services by you in violation of these Terms of Service may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. Metaintro reserves the right in its sole discretion to review, monitor, and/or record any information relating to your use of the Services without any prior notice to or permission from you, including, without limitation, by archiving content and/or communications submitted to and/or sent by you through the Services.

8. THIRD-PARTY LINKS AND SERVICES

The Site may contain links to and integrations with third party websites and services, and you agree that we provide links to and integrations with such websites and services solely as a convenience and we have no responsibility for the content or availability of such websites or services, and that we do not endorse such websites or services (or any products or other services associated therewith). Access to any other Internet site linked to the Site is at your own risk, and we are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites. Your use of such websites and services will be subject to the terms applicable to each such website and service. You may not post a link that directs users to any content or information that would constitute a violation of these Terms of Service.

9. INDEMNITY

You agree to defend, indemnify and hold harmless Metaintro and its subsidiaries, and their respective directors, officers, board members, employees, agents, successors and assigns, from and against any and all claims, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to all legal fees and expenses) arising from or resulting in any way from your breach of any provision of these Terms of Service and your use of the Site, the Services or any Metro Content.

10. DISCLAIMER OF WARRANTY

NOTHING IN THIS AGREEMENT SEEKS TO EXCLUDE ANY CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, META INTRO DOES NOT GUARANTEE ANY RESULTS FROM USING THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES ARE AT YOUR OWN OPTION AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (I) ANY CONTENT PROVIDED ON OR THROUGH THE SERVICES IS ACCURATE, LEGALLY COMPLIANT, UP-TO-DATE, RELIABLE OR CORRECT; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS; (III) THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL BE UNINTERRUPTED OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (V) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IF ANY SUCH WARRANTY OR GUARANTEE CANNOT BE EXCLUDED UNDER APPLICABLE LAW, THEN TO THE EXTENT PERMITTED BY APPLICABLE LAW, META INTRO'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY OR GUARANTEE IS LIMITED (AT META INTRO'S OPTION) TO: (A) FOR GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF THE REPAIR OR REPLACEMENT OF THE GOODS OR SUPPLY OF EQUIVALENT GOODS; OR (B) FOR SERVICES, THE RESUPPLY OF THE SERVICES OR PAYMENT OF THE COST OF THE RESUPPLY OF THE SERVICES.

META INTRO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A USER OR THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND META INTRO WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND A USER OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

11. LIMITATION OF LIABILITY

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, META INTRO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SYSTEMS OR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; (VII) USER CONTENT OR (VIII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY.

(B) IN NO EVENT SHALL META INTRO, ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO META INTRO IN THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OR USD \$10, WHICHEVER IS LESSER.

(C) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR ANY OTHER BASIS AND EVEN IF META INTRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. AGREEMENT TO ARBITRATE

These Terms of Service contains an Arbitration provision, which will, with limited exception, require you to submit disputes you have against Metaintro to binding and final arbitration to the extent that the laws of the jurisdiction where you reside permit the inclusion of Arbitration provision in these Terms of Service. You will only be permitted to pursue claims against Metaintro on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 12 is enforceable, the following mandatory arbitration provisions apply to you:

A. Binding Arbitration

This Section 12 is referred to in these Terms of Service as the "**Terms of Service to Arbitrate**". Unless you opt-out pursuant to the opt-out procedures set forth below, you agree that any and all disputes or claims that have arisen or may arise between you and Metaintro or its affiliates, whether relating to the Services, these Terms of Service (including any alleged breach thereof), or otherwise (each a "**Dispute**"), shall be resolved exclusively through final and binding arbitration, rather than a court in accordance with the terms of these Terms of Service to Arbitrate. Your rights will be determined by a neutral arbitrator, not a judge or jury. **YOU UNDERSTAND THAT ABSENT THIS AGREEMENT TO ARBITRATE, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.**

A party who intends to seek arbitration must first send a written notice of the dispute to the other party (“**Notice**”), by certified mail or Federal Express (signature required) or, in the event that we do not have a physical address on file for you, by electronic mail. Metaintro’s address for Notice is: Metaintro 1777 E39th St, #302, Denver, CO 80205

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Metaintro may commence an arbitration proceeding.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”), including the AAA's Supplementary Procedures for Consumer-Related Disputes, each available at www.adr.org, or such other alternative dispute resolution body and arbitration rules that may be mutually agreed upon by you and Metaintro. Your arbitration fees and your share of arbitrator compensation shall be governed by such rules. Any arbitration hearings will take place at a location to be agreed upon in Denver, Colorado, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (a) solely on the basis of documents submitted to the arbitrator; (b) submitted to the arbitrator; (b) through a non-appearance based telephonic hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in these Terms of Service, you and Metaintro may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

B. Restrictions

You and Metaintro agree that any arbitration shall be limited to the Dispute between Metaintro and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

C. Exceptions to Informal Negotiations and Arbitration

You and Metaintro agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Metaintro intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

D. 30 Day Right to Opt Out of Arbitration

You have the right to opt-out and not be bound by the arbitration provisions set forth in this Section 12 by sending written notice of your decision to opt-out to contact@metaintro.com. The notice must be sent to Metaintro within thirty (30) days of your registering to use the Services or agreeing to these terms, whichever occurs first, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

13. GENERAL

A. Governing Law

Unless otherwise required by a mandatory law, these Terms of Service and any Disputes shall be governed by the internal substantive laws of the State of Colorado without respect to its conflict of laws principles. An arbitrator shall not be bound by rulings in prior arbitrations involving different Users, but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. Except as otherwise expressly provided in these Terms of Service, all arbitration and other litigation in a court of competent jurisdiction of any dispute between you and Metaintro related to these Terms of Service shall be located in Denver, Colorado.

B. Assignment

These Terms of Service shall be personal to you and you may not assign, transfer, lease or delegate all or any of your rights and obligations, without the prior written consent of an authorized representative of Metaintro. Metaintro can assign these Terms of Service or delegate its obligations without restriction other than as required under applicable law.

C. Entire Terms of Service

These Terms of Service constitute the entire agreement between you and us with respect to matters set forth in these Terms of Service and supersede any prior or contemporaneous understanding or agreement; and there are no third-party beneficiaries to these Terms of Service.

D. Electronic Contracting

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THIS AGREEMENT, AND THAT YOUR INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO TRANSACTIONS YOU ENTER INTO ON ANY META INTRO WEBSITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

E. Miscellaneous

Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by Metaintro. No failure by Metaintro to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right hereunder by Metaintro preclude any other or future exercise of that right or any other right hereunder by Metaintro. If any provision of these Terms of Service is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from these Terms of Service.