

## TERMS OF SERVICE

*Drafted: October 23, 2023*

*Effective: February 10, 2024*

*Last updated: November 29, 2023*

### Introduction

Welcome to Act Now! Please carefully read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). These Terms of Service (the “Terms”) are a binding contract between you and Act Now. (“Act Now,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. Your access to and use of the Services are conditioned upon your acceptance of and compliance with these Terms. These Terms exclusively apply for event organizers who use the Services to disseminate information. By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Services.

### Modification

Act Now reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. If we modify these Terms, we will either post a notification of the modification on our website or otherwise provide you with notice of the change. The date of the last modification will also be posted at the beginning of these Terms. It is your responsibility to check from time to time for updates. By continuing to access or use the Services, you accept and agree to be bound by any modified Terms.

### Privacy Policy

These Terms include our Privacy Policy ([http://actnowchrome.com/privacy\\_policy/](http://actnowchrome.com/privacy_policy/)), which discusses how we collect, process, and disclose personal information through these Services. Please read this policy carefully.

### User Eligibility

The Services are intended solely for people who are at least 18 years old. By using the Services, you are confirming that you are at least 18 years old. If you are not 18 or older, you may not use the Services.

If you use the Services on behalf of a company, partnership, association, or other entity, you hereby represent and warrant that you have the capacity to enter into these Terms on behalf of the entity, or that an authorized representative of the entity has agreed to bind the entity to these Terms.

### Acceptable Use

Act Now hereby grants you permission to use the Services provided such use is in compliance with these Terms, and you further specifically agree that your use will adhere to the following restrictions and obligations where you agree not to use the Services:

1. In any way that violates any applicable federal, state, local, or international law or regulation.
2. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Community Guidelines set out in these Terms of Service.
3. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
4. To impersonate or attempt to impersonate Act Now, an Act Now employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
5. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services or may harm the owners and operators of the Services.

Additionally, you agree not to:

1. Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services.
2. Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.

#### User Accounts

You may be required to sign up for an account and select a password and username ("User ID"). You may not select as your User ID the name of a person or entity you don't have the right to use, or another person or entity's name with the intent to impersonate that person or entity. Only you may use your account and you may not transfer your account to anyone else.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide is correct, current, and complete. All information you provide to register with the Services or otherwise is governed by our Privacy Policy

([http://actnowchrome.com/privacy\\_policy/](http://actnowchrome.com/privacy_policy/)), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

#### Intellectual Property Rights

The Services and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (together, the "Content") are owned by Act Now, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You have no right to sublicense the license rights granted in this section. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, transmit, broadcast or otherwise exploit the Services, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Act Now or its licensors, except for the licenses and rights expressly granted in these Terms.

#### User Generated Content

We may, at our sole discretion, permit you to post, upload, publish, submit or transmit content, including but not limited to User Content. User Content refers to any form of content, such as text, images, videos, and audio, that is created and uploaded by anyone other than Act Now.

By submitting any User Content on or through the Services, you grant to Act Now a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content, in any media, in order to operate, promote, improve, or market the Services. You acknowledge and agree that you are solely responsible for all User Content.

Accordingly, you represent and warrant that you have all rights, licenses, consents and releases that are necessary to grant to Act Now the license above.

You agree not to use the Services for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

#### Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services ("Feedback"). You agree that Act Now has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in any changes made to the Services.

#### Notices of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

1. Your physical or electronic signature.
2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the written notice is accurate.
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Owen Leddy  
Act Now  
310-801-3863  
actnowextension@gmail.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Websites is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

#### Counter Notices

If you believe that material you posted on the Services was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "**Counter Notice**") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

1. Your physical or electronic signature.
2. An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
3. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
4. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
5. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### Termination & Monitoring

Act Now has the right to:

1. Remove any User Accounts for any reason in our sole discretion.
2. Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
3. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, including our Content Standards, infringes any intellectual property other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Act Now.
4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
5. Terminate or suspend your access to all or part of the Services for any reason, including violations of these Terms, violation of any applicable laws, or to protect the safety or property of other users, Act Now, or third parties.

Upon receipt of your request to delete your account, and except as set forth below, we will remove your account and associated information within a reasonable time period. Please note that any information you have submitted to publicly accessible areas may not be removeable.

### Third Party Content

By using the Services, Act Now may provide you with access to third party websites, information, and services, including but not limited to third party databases, networks, servers, software, programs, systems, directories, applications, or products. You hereby acknowledge that Act Now does not control such third-party websites and services, and cannot be held responsible for their content, operation, or use. Act Now does not give any representation, warranty, or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by such third-party websites and services. Act Now disclaims any and all responsibility or liability for any harm resulting from your use of such third-party websites and services, and you hereby irrevocably waive any claim against Act Now with respect to the content or operation of any such third-party websites and services.

### Warranties

YOU HEREBY ACKNOWLEDGE THAT YOU ARE USING ACT NOW AT YOUR OWN RISK. THE SERVICES AND CONTENT ARE PROVIDED "AS IS," AND ACT NOW, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, EXPRESS OR IMPLIED, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. ACT NOW, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES OR OTHER MALWARE WILL BE TRANSMITTED THROUGH THE SERVICES.

### Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$20.

### Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Act Now (a) via email (in each case to the address that you provide) or (b) by posting to the website or other Services.

### No Waiver

No waiver by Act Now of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Act Now to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

### Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Act Now's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. Act Now may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

### Severability

If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

### Governing Law

These Terms (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, United States. Any action in relation to the use of these services or alleging breach of these Terms must be brought in a state or federal court in Middlesex County, Massachusetts. Both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

### Entire Agreement

These Terms constitute the entire agreement between you and Act Now regarding your use of the Services and supersede all prior written or oral agreements.

### Contact Us

If you have any questions about the Services, please do not hesitate to contact us at [actnowextension@gmail.com](mailto:actnowextension@gmail.com).