

Terms of Service - User Agreement

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

1. INTRODUCTION.

A. Purpose.

AMTdirect's sole mission is to develop great real estate management software, make it simple, cost effective and accessible to everyone in the world.

B. Scope and Intent.

You agree that by registering on AMTdirect, or by using our website, including our mobile applications, premium features, or other information provided as part of the AMTdirect services (collectively "AMTdirect" or the "Services"), you are entering into a legally binding agreement with Asset Management Technologies, Inc., 17039 Kenton Drive, Cornelius NC, 28031 ("we," "us," "our," and "AMTdirect") based on the terms of this AMTdirect User Agreement and the AMTdirect Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement") and become an AMTdirect user ("User").

If you are using AMTdirect on behalf of a company or other legal entity, you are nevertheless individually bound by this Agreement even if your company has a separate agreement with us. If you do not want to register an account and become an AMTdirect User, do not conclude the Agreement, do not access, view, download or otherwise use any AMTdirect webpage, information or services. By logging in you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By logging in you also consent to use electronic signatures and acknowledge your click of the "Login" button as one. Please note that the AMTdirect User Agreement and Privacy Policy are also collectively referred to as AMTdirect's "Terms of Service."

2. YOUR OBLIGATIONS.

A. Applicable laws and this Agreement

You must comply with all applicable laws, the Agreement, as may be amended from time to time with or without advance notice, and the policies and processes explained herein.

B. License and warranty for your submissions to AMTdirect.

You own the information you provide AMTdirect under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users. By providing information to us, you represent and warrant that you are entitled to submit the information and that the information is accurate and not in violation of any contractual restrictions or other third party rights. It is your responsibility to keep your AMTdirect information accurate and updated.

C. Service Eligibility.

To be eligible to use the Services, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having an AMTdirect account, (3) are not a competitor of AMTdirect or are not using the Services for reasons that are in competition with AMTdirect; (4) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (5) will not violate any rights of AMTdirect, including intellectual property rights such as copyright or trademark rights; and (6) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

D. Sign-In Credentials.

You agree to: (1) Keep your password and client number secure and confidential; (2) not permit others to use your account (except authorized Users whom you create); (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your AMTdirect account to another party; and (5) refrain from charging anyone for access to any portion of AMTdirect, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own.

E. Indemnification.

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to the Services, and (3) any activity in which you engage on or through AMTdirect.

F. Payment.

If you purchase any Services that we offer for a fee, either on a one-time or subscription basis, you agree to AMTdirect storing your payment card information. You also agree to pay the applicable fees for the Services as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. All features expire immediately upon cancellation or termination of your account. You also acknowledge that AMTdirect's paid features are subject to this Agreement and any additional terms related to the provision of the Services.

G. Notify us of acts contrary to the Agreement.

If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

H. Notifications and Service Messages.

For purposes of service messages and notices about the Services to you, AMTdirect may place notices across or in its pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from AMTdirect to an email address associated with your account, even if we have other contact information. You also agree that AMTdirect may communicate with you through your AMTdirect account or through other means including email, mobile number, telephone, or delivery services including the postal service about your AMTdirect account or services associated with AMTdirect. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Services.

I. AMTdirect Applications.

AMTdirect may offer the Services through applications built using AMTdirect's platform ("AMTdirect Applications"). Examples of AMTdirect Applications include its smart phone applications. If you use a AMTdirect Application or interact with a website that has deployed a plugin, you agree that information about you and your use of the Services, including, but not limited to, your device, your mobile carrier, your internet access provider, your physical location, and/or web pages containing AMTdirect plugins that load in your browser may be communicated to us. Further, by importing any of your AMTdirect data through the AMTdirect Application, you represent that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must promptly update your AMTdirect account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. You acknowledge you are responsible for all charges and necessary permissions related to accessing AMTdirect through your

mobile access provider. Therefore, you should check with your provider to find out if the Services are available and the terms for these services for your specific mobile devices. Finally, by using any downloadable application to enable your use of the Services, you are explicitly confirming your acceptance of the terms of this Agreement associated with the application provided at download or installation, or as may be updated from time to time.

J. Privacy.

You should carefully read our full AMTdirect Privacy Policy before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to us. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

K. Export Control.

Your use of AMTdirect services, including our software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

L. Contributions to AMTdirect

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to AMTdirect through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) AMTdirect is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) AMTdirect shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) AMTdirect may have something similar to the Contributions already under consideration or in development; (e) you irrevocably assign to AMTdirect all rights to your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from AMTdirect under any circumstances.

3. YOUR RIGHTS.

On the condition that you comply with all your obligations under this Agreement, including, but not limited to, the Do's and Don'ts listed in Section 10, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicenseable license and right to access the Services, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of AMTdirect or its Users), view information and use the Services that we provide on AMTdirect webpages and in accordance with this Agreement. Any other use of AMTdirect contrary to our mission and purpose (such as seeking to use information gathered from AMTdirect commercially unless expressly authorized by AMTdirect) is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in AMTdirect and all related items, including any and all copies made of the AMTdirect website.

Users may provide password access to additional authorized Users within your account. An authorized User is a User created by You via the user management functionality available within AMTdirect. Such authorized Users may have access to the information and perform various tasks as instructed by you which include but not limited to sharing files, creating properties and leases, managing files, performing accounting processing and any other lawful tasks that the User may prescribe.

4. OUR RIGHTS AND OBLIGATIONS.

A. Services Availability.

For as long as AMTdirect continues to offer the Services, AMTdirect shall provide and seek to update, improve and expand the Services. As a result, we allow you to access AMTdirect as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue AMTdirect, partially or entirely, or change and modify prices for all or part of the Services for you or for all our Users in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. AMTdirect further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by AMTdirect to be contrary to this Agreement. For avoidance of doubt, AMTdirect has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

B. Third Party Sites.

AMTdirect may include links to third party web sites ("Third Party Sites") on <http://app.amtdirect.com> and elsewhere.

You are responsible for evaluating whether you want to access or use a Third Party Site. You should review any applicable terms and/or privacy policy of a Third Party Site before using it or sharing any information with it, because you may give the operator permission to use your information in ways we would not. AMTdirect is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Site. Accordingly, if you decide to access Third Party Sites, you do so at your own risk and this Agreement does not apply to your use of any Third Party Site.

C. Disclosure of User Information.

You own all of your business's data and all information which you enter and use in connection with the Services. We do not claim any rights, proprietary or otherwise over any data or information which you may use or disclose in connection with the Services. We hold the privacy and confidentiality of your data as one of our business' core values and we will use state of the art technology and processes to ensure that its privacy and confidentiality are maintained.

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; (5) protect the rights, property, or personal safety of AMTdirect, our Users or the public; (6) observe and report back to you on your usage of the Services, and make recommendations for improved usage of the Services; (7) identify trends and publish reports on its findings provided the reports include data aggregated from more than one account and that do not identify User; and (8) ensure that the data center containing your data meets the following physical and electronic security requirements: (i) single point of entry; (ii) main access monitored with additional access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on AMTdirect approved access list; (vi) log-in validation; (vii) creation of accounts only as verified by AMTdirect or sub-contracted hosting provider; (viii) access to servers via encrypted means; and, (ix) servers running behind secure firewall.

You acknowledge that we may retain a copy of your transactional information gathered through the use of the Services and other information uploaded on your account. We shall not share personal information with anyone except in the manner provided in our Privacy Policy.

If we are required to disclose your data or information, we will use our best efforts to provide you with reasonable notice in the circumstances and if appropriate the right to challenge any such request.

Disclosures of User information to third parties other than those required to provide customer support, administer this agreement, or comply with legal requirements are addressed in the Privacy Policy.

5. DISCLAIMER.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

DO NOT RELY ON AMTDIRECT, ANY INFORMATION THEREIN, OR IT'S CONTINUATION. WE PROVIDE THE PLATFORM FOR AMTDIRECT AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. AMTDIRECT DOES NOT CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY AMTDIRECT OR ANYTHING RELATED TO AMTDIRECT, YOU MAY CLOSE YOUR AMTDIRECT ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7 ("TERMINATION") AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

AMTDIRECT IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES SENT THROUGH AMTDIRECT TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL, SERVICE, OR TECHNOLOGY TO US.

AMTDIRECT DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, AMTDIRECT DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

AMTDIRECT DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. AMTDIRECT DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, AMTDIRECT DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE AMTDIRECT SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

6. LIMITATION OF LIABILITY.

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Neither AMTdirect nor any of our subsidiaries, affiliated companies, employees, shareholders, or directors ("AMTdirect Affiliates") shall be cumulatively liable for (a) any damages in excess of five times the most recent monthly fee that you paid for Services, if any, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Service, any platform applications or any of the content or other materials on, accessed through or downloaded from AMTdirect. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

- A. Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and
- B. Not apply to any damage that AMTdirect may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.
- C. Not apply if you have entered into a separate agreement to purchase Services with a separate Limitation of Liability provision that supersedes this section in relation to those Services.

7. TERMINATION.

A. Mutual rights of termination.

You may terminate this Agreement, for any or no reason, at any time, with notice to AMTdirect pursuant to Section 9.C. This notice will be effective upon AMTdirect processing your notice. AMTdirect may terminate the Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only AMTdirect or the party paying for the services may terminate your access to any Services. Termination of your AMTdirect account includes disabling your access to AMTdirect and may also bar you from any future use of AMTdirect.

B. Misuse of the Services.

AMTdirect may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse of the Services includes using the Services commercially without AMTdirect's authorization, infringing any intellectual property rights, violating any of the Do's and Don'ts listed in Section 10, or any other behavior that AMTdirect, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, AMTdirect has adopted a policy of terminating accounts of Users who, in AMTdirect's sole discretion, are deemed to be repeat infringers under the United States Copyright Act.

C. Effect of Termination.

Upon the termination of your AMTdirect account, you lose access to the Services. The terms of this Agreement shall survive any termination, except Sections 3 ("Your Rights") and 4.a-b, and d ("Our Rights and Obligations") hereof.

8. DISPUTE RESOLUTION

A. Law and Forum for Legal Disputes

This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the state of North Carolina regardless of your country of origin or where you access AMTdirect, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and AMTdirect agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in Mecklenburg County, North Carolina, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and AMTdirect agree to submit to the personal jurisdiction of the courts located within Mecklenburg County, North Carolina for the purpose of litigating all such claims. Notwithstanding the above, you agree that AMTdirect shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

B. Arbitration Option.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. 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, the specific manner shall be chosen 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; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

9. GENERAL TERMS.

A. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

B. Language.

Where AMTdirect has provided you with a translation of the English language version of this Agreement, the Privacy Policy, and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, the Privacy Policy, and any other documentation, including additional terms of service for Services, will govern your relationship with AMTdirect.

C. Notices and Service of Process.

In addition to Section 2.h. (“Notices and Service Messages”), we may notify you via postings on <http://app.amtdirect.com>.

Or via mail or courier at:

Asset Management Technologies, Inc. (AMTdirect)
ATTN: Accounting Department
17039 Kenton Drive, Suite 200
Cornelius, NC 28031
USA

Additionally, AMTdirect accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

D. Entire Agreement.

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AMTdirect services, third-party content or third party software.

E. Amendments to this Agreement.

We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at <http://app.amtdirect.com> or notifying you otherwise. For example, AMTdirect presents a notification on the site when we have amended this Agreement or the Privacy Policy so that you may access and review the changes prior to your continued use of the site. If you do not want to agree to changes to the Agreement, you can terminate this Agreement at any time per Section 7 (Termination).

F. No informal waivers, agreements or representations.

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any AMTdirect Affiliate shall be deemed legally binding on any AMTdirect Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of AMTdirect.

G. No Injunctive Relief.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

H. Beneficiaries.

Entities other than Asset Management Technologies, Inc. that Asset Management Technologies, Inc. owns a 50% or greater interest in (“Affiliate”) are not parties, but intended third party beneficiaries of this Agreement, with a right to enforce the Agreement directly against you.

I. Assignment and Delegation.

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Asset Management Technologies, Inc. for any third party that assumes our rights and obligations under this Agreement.

J. Potential Other Rights and Obligations.

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

10. AMTDIRECT USER “DOS” and “DON’TS.”

As a condition to access AMTdirect, you agree to this User Agreement and to strictly observe the following DOs and DON’Ts:

A. Do undertake the following:

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information to us and update it as necessary;
3. Review and comply with our Privacy Policy;
4. Review and comply with notices sent by AMTdirect concerning the Services; and
5. Use the Services in a professional manner.

B. Don't undertake the following:

1. Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to AMTdirect;
2. Publish inaccurate information in the designated fields on the profile form (e.g., do not include a link or an email address in the name field). Please also protect sensitive personal information such as your email address, phone number, street address, or other information that is confidential in nature;
3. Harass, abuse or harm another person, including sending unwelcomed communications to others using AMTdirect;
4. Upload a profile image that is not your likeness or a head-shot photo;
5. Use or attempt to use another's account without authorization from the Company, or create a false identity on AMTdirect;
6. Upload, post, email, transmit or otherwise make available or initiate any content that:
 - a. Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
 - b. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
 - c. Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by AMTdirect);
 - d. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - e. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
 - f. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of AMTdirect or any User of AMTdirect;
 - g. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; and/or
7. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on AMTdirect (excluding content posted by you) except as permitted in this Agreement, or as expressly authorized by AMTdirect;
8. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof
9. Utilize or copy information, content or any data you view on and/or obtain from AMTdirect to provide any service that is competitive, in AMTdirect's sole discretion, with AMTdirect;
10. Imply or state, directly or indirectly, that you are affiliated with or endorsed by AMTdirect unless you have entered into a written agreement with AMTdirect (this includes, but is not limited to, representing yourself as an accredited AMTdirect trainer if you have not been certified by AMTdirect as such);
11. Adapt, modify or create derivative works based on AMTdirect or technology underlying the Services, or other Users' content, in whole or part, except as permitted under AMTdirect's developer program;
12. Rent, lease, loan, trade, sell/re-sell access to AMTdirect or any information therein, or the equivalent, in whole or part;
13. Sell, sponsor, or otherwise monetize AMTdirect or any other service or functionality of AMTdirect, without the express written permission of AMTdirect.
14. Deep-link to the Site for any purpose, (i.e. including a link to an AMTdirect web page other than AMTdirect's home page) unless expressly authorized in writing by AMTdirect.
15. Remove any copyright, trademark or other proprietary rights notices contained in or on AMTdirect, including those of both AMTdirect and any of its licensors;
16. Remove, cover or otherwise obscure any form of advertisement included on AMTdirect;
17. Collect, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from AMTdirect except as expressly permitted in this Agreement or as the owner of such information may expressly permit;
18. Share information of non-Users without their express consent;
19. Infringe or use AMTdirect's brand, logos and/or trademarks, including, without limitation, using the word "AMTdirect" in any business name, email, or URL or including AMTdirect's trademarks and logos or as expressly permitted by AMTdirect;
20. Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site;
21. Use bots or other automated methods to access AMTdirect, add or download contacts, send or redirect messages, or perform other activities through AMTdirect, unless explicitly permitted by AMTdirect;
22. Access, via automated or manual means or processes, AMTdirect for purposes of monitoring AMTdirect's availability, performance or functionality for any competitive purpose;
23. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of AMTdirect's website;
24. Attempt to or actually access AMTdirect by any means other than through the interfaces provided by AMTdirect such as its mobile application or by navigating to <http://instanton.amtdirect.com/> using a web browser. This prohibition includes accessing or attempting to access AMTdirect using any third-party service, including software-as-a-service platforms that aggregate access to multiple services, including AMTdirect;

25. Attempt to or actually override any security component included in or underlying AMTdirect;

26. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on AMTdirect's infrastructure, including, but not limited to, sending unsolicited communications to other Users or AMTdirect personnel, attempting to gain unauthorized access to AMTdirect, or transmitting or activating computer viruses through or on AMTdirect;

27. Interfere with or disrupt or game AMTdirect or the Services, including, but not limited to, any servers or networks connected to AMTdirect.

Asset Management Technologies, Inc., Cornelius, North Carolina, USA.

5102017