

Terms & Conditions

Welcome to www.urnextinline.com and/or to the use of our features through applications that run on mobile devices. From hereto, the "Service" includes both the website and the mobile application services together and owned and operated by Next In Line, Inc., to include the use of the pronouns "we", "us" or similar pronouns, including but not limited to "our" and "ours". By using our Service for any purpose, including but not limited to viewing content on the Service, these terms and conditions ("Terms of Use") establish a contract by and between the person or entity using this Service ("you" or similar pronouns) and us. If you use the Service as a representative of an organization, you are telling us that you are authorized to bind that organization, and herein "you" or similar pronouns refer to both you individually, as well as the organization. Your use of our Service purports concurrence to our Terms of Use, Privacy Policy, and Acceptable Use Policy. We do not consent to you using the Service without your prior acceptance of our Terms of Use, Privacy Policy, and Acceptable Use Policy. Consequently, if you do not agree to all of these, immediately terminate any and all use of this Service and do not use it in any form or use any Content (defined below) of or about the Service.

Changes and Notice:

Our Terms of Use, Acceptable Use Policy, and/or Our Privacy Policy are subject to change at any point in time by dispatching revisions to our Service. By continuing to use the Service after such changes have been incorporated, you concur with and accept each of these revisions to the Terms of Use, Acceptable Use Policy, and/or Privacy Policy. You are urged to become familiar with each of these policies.

Introduction:

Please take time and carefully read the following statements prior to use of our Service. By using this Service, you admit, agree to, represent, and certify that: (a) you read and understood our Terms of Use; (b) you accessed and will continue to access the Service and use any Content published via the Service, without exception, for your personal use, or for that of your business, if your business has authorized you to do so in the Service Order (described below). By using our Service, you consent to follow all applicable federal and state laws, both national and international, as well as all other rules and regulations pertaining to your use of our Service.

Eligibility:

Membership to this Service is void where prohibited. You must be thirteen (13) years of age or older in order to use this Service. If you are under 13 years old, any registration, use of, or access to our Service is unauthorized and expressly violates these Terms of Use. By accessing this Service and continuing to use it, you are conferring and agreeing that you are 13 years of age or older and that you have agreed to the Terms of Use explicitly stated herein.

Service Orders:

Parts of this Service may be provided free of charge. These Terms of Use are still applicable to any and all free Services that we provide. In some instances, you will need

to pay to access some features or additional Services. If agreed to, our order processing system will house this Agreement and will state the exact nature and amount of these Services rendered. This Agreement and system will also include the term of your access, the exact charges for these Services, and any other conditions that may apply to such Services, known henceforth as a "Service Order". Should a conflict or contradiction arise between the Service Order and the Terms of Use, the Service Order shall supersede the Terms of Use. Any and all fees shall be nonrefundable, unless otherwise stated in a Service Order. Moreover, we may terminate your access to our Service immediately for failure to pay such fees on their due date.

Access credentials:

You shall not disclose, disseminate, or distribute your login credentials to anyone so that they may login and use the Service under your or your organization's name or account. By using this Service, you agree to hold your credentials securely and prevent any unauthorized access to or use of this Service.

Copyrights and Limited License:

All text, graphics, information, content, data, and anything else published or made available through the Service is our proprietary property and is copyrighted: "Copyright 2015 Next In Line, Inc." (the "Content"). We grant you a limited, royalty free, non-exclusive, revocable license to make use of our Content solely for your personal use. You are not authorized to access or use any of our Content for any business purpose other than to present information about your own organization to your customers, employees, or members. All other rights are expressly reserved. For the avoidance of doubt, and including by way of example and not limitation, except to the extent necessary to make use of the Service, you are not authorized to use, and you expressly agree that you will not use, the Service's Content to: (a) grant any third party access to the Content, or to otherwise disseminate, make available, or transmit this Content to anyone else or to allow someone else use of the Content; (b) download any Content on this Service other than for your own personal or organizational use; (c) sell the Content copied or downloaded from our Service in exchange for any money, exchange, or other type of consideration; (d) distribute or repackage the Content to anyone free of charge; (e) print more than one hard copy of the Service or Content for personal or organizational use; (f) republish the Content; (g) alter in any way, add to, or modify the Content; or (h) use the Content to compete with us, either directly or indirectly.

Communications Decency Act Notice:

We officially notify you that there are parental control protections commercially available that will assist you in limiting access to minors and preventing their access to material that is not suitable to them. Such services include, but are not limited to: computer hardware, software, and filtering services. You can search for and find some providers of this parental control technology by using a search engine and looking up "parental control software" This information is also made available and can be located by visiting <http://www.ftc.gov/bcp/edu/pubs/consumer/tech/tec08.shtm>.

No License to Trademarks:

We and/or our licensors own every trademark, trade name, service mark, and any other identifying marks published on our Service (the "Marks"). This Service could also contain trademarks of third parties, which are owned by these third parties. These third party trademarks are used solely on this site to identify the owners of such goods and services; we are not associated with the owners of these trademarks and our use of them does not signify any affiliation between them and us. We do not consent to any use of our Marks by anybody, unless applicable laws provide for this use or this use is granted to you by us in writing. As such, you do not have the right to use any Marks displayed on this Service without our written consent.

Misuse of the Service:

A violation of these Terms of Use occurs when: (a) you use the Service in such a way that does not conform with the limitations and permitted uses above or (b) you violate our Acceptable Use Policy, which is described below. Any violation of these Terms of Service or Acceptable Use Policy constitutes unauthorized use of the Service.

Available Remedies:

We do not in any way review, proofread, or validate the truth or accuracy of the Content posted on our Service. In the same manner, we do not guarantee or review the accuracy of Content you may or do acquire from our Service. By using our Service, you consent to not sue us or make any kind of claim against us pertaining to the Content posted on or made available through our Service. If we are notified about any incorrect Content, harmful activities, or if a third party makes any claims against us, we may take necessary actions stop the activity. Such actions may include removing the offensive materials, denying offender's access to our Service, removing or deleting the offender's account (but preserving any data related to the account), or other steps we deem necessary and worthy. If we receive a proper notice of copyright infringement, we may be required to remove certain content or block access to this content. If this is the case, we may remove this content or block access to it by disabling or deleting the entire page or record or disabling and deleting solely the alleged infringing content. The only remedy for a proper claim made against us shall be for us to repair, remove, or replace the infringing or illegal Content.

Advertisements:

We are not responsible for any errors related to advertisements, promotions, or sales data published on our Service. This sales or advertising content, to the extent that it exists on our Service, is not by any means an offer to enter into a contract – it is purely a solicitation to get you to provide information. As with the Content on our Service, we do not review, proofread, or validate this information and therefore accept no responsibility for or assume any liability related to third party advertisements, statements, products, or any other actions undertaken by third parties.

Disclaimers as to Information (Limitations of Liability):

WE MAKE NO GUARANTEE OR STATEMENT ABOUT THE ACCURCCY OR SUITABILITY OF THE INFORMATION ON OUR SERVICE FOR ANY PURPOSE. WE PROVIDE ALL INFORMATION AND OUR SERVICE "AS IS" AND PROVIDE NO TYPE OF WARRANTY. ALL CONDITIONS AND WARRANTIES RELATED TO OUR INFORMATION AND/OR OUR SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT, ARE SPECIFICALLY DISCLAIMED. IN NO EVENT WILL WE, NEXT IN LINE OR ANY OF OUR CONTRIBUTORS, BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER THAT ARISE FROM YOUR USE OF OUR SERVICE OR THE BREACH OF THIS AGREEMENT, REGARDLESS OF IF THESE ARE DONE DUE TO A CONTRACT ACTION, NEGLIGENCE, OR OTHER TORTIOUS ACTION CONNECTED TO THE INFORMATION OR THE SERVICE. WE DO NOT PROVIDE ANY WARRANTY OR GUARANTEE THAT ANY OF OUR INFORMATION, SERVICE, CONTENT, COMPUTER PROGRAM, OR EFFORTS WILL SATISFY YOUR PARTICULAR NEEDS. IF YOU MAKE ANY CLAIM AGAINST US WITH RESPECT TO OUR SERVICE OR INFORMATION, THE ONLY SOLUTION YOU HAVE IS FOR US TO REMOVE, CORRECT, OR REPLACE THE INFORMATION. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW LIMITATIONS ON IMPLIED WARRANTIES. THE ABOVE LIMITATION OR EXCLUSION MIGHT NOT APPLY TO YOU.

Linking, No Framing:

We allow for reasonable and non-defamatory links to the Service long as: (a) your link reference makes it clear that we did not endorse the contents of the referring page and we have not reviewed or approved any statements you make; and (b) you do not use our Marks; however, you may use our wordmarks if you provide proper attribution on the page. Unless otherwise stated, in the form of a written agreement signed by us, we do not consent to nor do we allow for displaying of or "framing" any of our Information as part of, in connection with, or in any other service or information provider. If you receive written consent from us for this, we reserve the right to terminate this consent at any time and you agree to terminate all links that we identify and to do so immediately upon receipt of our notice.

Electronic Communications:

By using our Service, you consent to conduct business with us through electronic communications, which include Service web forms, email, or text messages. These electronic communications are deemed to have been received by you, regardless of if you opened or read the communications, as soon as your email or other communication provider reports that it, your electronic communication system, has received our electronic communication. It is our right, but not obligation, to use requests for return or read receipts. Unless applicable laws explicitly require otherwise, you consent to receive all information, request, notices, and forms of communications from us about any subject matter by email or other electronic communication devices. You have the responsibility to provide and retain a valid email address and electronic communication

service address. We hold the right to cancel your Service access at any point in time should you violate any of these Terms of Use or should you fail to maintain a valid electronic communication address.

Direct Database Access prohibited:

The only acceptable direct access to our database is (a) through a standard/browser user interface, or (b) through our Application Program Interface (API) if, and only if, you have agreed to our API license agreement beforehand, after which your access to our database must comply with the terms of our API license. We do not consent to, nor are you permitted, to access our Service, Information, or database via any robot, script, or similar automated tool. Furthermore, you are only permitted to manually access and/or copy our data, Service, database, or Information in accordance with your license, which was granted above. This license and above terms will not prohibit any legally permitted act, such as a genuine and bonafide search engine that automatically indexes our Service, so far as the results of any query to that search engine provides a link back to our Service. This search engine shall not present this Information and data in such a way that is, would, or could be competitive to the Service or that takes users to competing websites over our Service.

Copyright Complaints:

We respect all Intellectual Property (IP) rights of others. Should we be properly notified of any alleged copyright infringement, we will immediately remove or disable access to that infringing material or data as described here, in accordance with the Digital Millennium Copyright Act. We hold the right to terminate any accounts engaged in such infringing acts, or may take other courses of actions to disable such illegal access, which could include blocking the IP. If you believe any of our material infringes upon any copyright owned or controlled by you, send written notification of the alleged infringement to our Designated Agent online at www.urnextinline.com and via the Postal Service to Next In Line, Inc. 10627 Jones Road, Kingsville, MD 21087.

Termination:

Unless otherwise stated in a written Service Order, we hold the right to terminate your access to our Service at any time, for any reason (or for no reason), with or without notice.

Indemnity:

Your use signifies your consent to indemnify, defend, and hold our affiliates, and our directors, officers, employers, agents, and us harmless from and against any third party claims, actions, or demands. This claims, actions, or demands include, but are not limited to actual legal and accounting fees, as a result of (a) your use of any of our Information or Marks, (b) your use and/or misuse of our Service, (c) your breach of any of our Terms of Use, the Acceptable Use Policy, or Privacy Policy, or (d) your violation of any applicable United State or International rules and regulations, at both the federal and state levels.

Reservation of rights:

We reserve any rights not expressly conveyed or granted in this Agreement. Besides that stated in these Terms of use, no express or implied license or right (of any kind) is granted to you for this Service. With exception to those rights permitted in and by this Agreement, you covenant not to produce, use, modify, receive, disassemble, sell, market, distribute, decompile, reverse engineer, know, reproduce, copy, sell, transfer, translate, modify, or adapt the Service or any software related to, embedded in, or comprised in the Service. You also covenant not to produce derivative works that are based on technological material relating to the Service or any portion thereof, nor shall you obtain possession of any of our Service's source code.

Governing Law, Choice of Forum:

The State of Maryland's laws shall govern these Terms of Use and your use of our Service, excluding its conflicts of laws principles. In using our Service and agreeing to these Terms of Use, you submit and consent to the sole and exclusive jurisdiction by the state or federal courts of the State of Maryland and venue over any action, suit, or legal proceeding that may arise from with these Terms of Use.

Arbitration:

Except solely for equitable claims that may be immediately pursued in court, all party claims for a breach of this Agreement will be resolved by a binding arbitration decision before one arbitrator under the rules of the American Arbitration Association, unless resolved through a mutual written agreement. This arbitration shall take place either in the state which houses our principal offices at the time of the dispute or at a location determined solely by the arbitrator. In the case of arbitration, all parties shall agree on an arbitrator. If the parties cannot mutually agree on an arbitrator, the arbitrator will be appointed under the rules of the American Arbitration Association. Either party may initiate arbitration by providing written notice to the other party, stating that the dispute has been referred to arbitration under the Arbitration section of the Terms of Use. Any award that the arbitrator renders shall be deemed conclusive and binding, given that the award is accompanied by written opinion providing the reasons and rational for such award. This Section shall be enforceable by both parties and the arbitration decision may be filed as an award of arbitration either under the Federal Arbitration Act, or any parallel state arbitration act, and shall be a judgment of record in such court. However, each party has the right to appeal the arbitrator's decision if this decision has been made by the court/arbitrator without a jury. This appeal will be subject to all court rules and procedures during judgment's collection and stay. Each party is responsible for its own arbitration expenses, but the parties shall share the expenses of the arbitrator equally. In ALL cases, each party irrevocably waives any and all rights to demand a trial by jury for claims arising from or related to this Agreement, or related to the performance (or nonperformance) of the other party.

Miscellaneous:

The sole beneficiaries of this Agreement are you, us, and any permitted successors or assignees. There are no other intended beneficiaries of this Agreement. As such, no unintended beneficiary has the right to enforce this Agreement or sue on it. Without limiting the previous statements, you shall not perform any of the following actions,

unless expressly permitted in writing in this Agreement: (a) license, sell, sublicense, transfer, assign, or commercially exploit in any fashion or make this Service available to a third party in any way; (b) modify or derive other works based upon the Service; (c) create Internet links to the Service, frame, or mirror any Content on any other server or wireless or internet-based device; or (d) build a competing service or product from our Confidential Information or from the access granted to you for this Service. You shall not share, or allow such sharing, of access credentials or rights. You shall not reassign or transfer in any way these rights. Any comments or questions about our Terms of Use should be directed to the designated representative, www.urnextinline.com.

Acceptable Use Policy

ACCEPTABLE USE OF SERVICE:

You agree to all of the following with respect to acceptable and unacceptable uses of the Service (as defined in the Terms of Use above). You shall not and covenant not to:

- use or make any attempt to use the Service for unlawful, offensive, or unethical behaviors. It is up to our discretion whether these activities are unlawful, offensive, or unethical. Such activities include, but are not limited to, transmitting illegal or pornographic material; sharing harmful code, programs, scripts, or materials; invading the privacy of others; defaming others; infringing on another person's or business' copyright, trademark, or other IP; hacking or gaining unauthorized access to a computer; introducing or deploying computer viruses or other malware; gambling; and harassing other users.
- spam users with unsolicited mass mail messages ("junk mail").
- grant another user access to your account or materials to conduct any activities that you are prohibited from doing.
- violate applicable data protection statutes. This could occur, as an example, by storing personal information (as defined in applicable data protection statutes) in an unencrypted manner.
- impersonate another user, falsify the source of any TCP/IP packets, spoof any portion(s) of email or TCP/IP header, or falsely act on behalf of others or us. Any message or packet transmitted over the Service shall correctly identify both the source and the sender. You are not allowed to alter the origin attribution in any electronic mail message or post.
- attempt to weaken or actually weaken the integrity of computing systems or networks or gain unsanctioned access to or control over the Service's computers or any those of any other.

- deliberately act in a manner that would result in us violating the terms of any upstream service provider's Terms of Use or Acceptable Use policy.
- disseminate any file(s) in a peer-to-peer or file sharing arrangement, where it is possible that said process could be used to issue and share copyrighted or protected materials to or from anyone who is not authorized to use, transmit, receive, or copy those materials.

The above list is not exhaustive in any way regarding the acceptable and unacceptable use of the Service. It is intended solely to illustrate a sample range of improper activities. As has been stated, we make the final determination if a behavior is acceptable or if it violates this Terms of Use. If we decide that you have engaged in an activity in good faith and that you reasonably believed that this activity was acceptable, we will try to grant you an electronic notice stating our decision that your activity is not in fact acceptable. We may, at any point or if we deem it an emergency, immediately terminate your access.

Privacy Statement

This Privacy Statement is written to inform you about Next In Line, Inc.'s practices for collecting, using, and disclosing any information concerning your use of our Service, websites, mobile applications, and any other services that may link to this Privacy Statement.

Please read the entire Privacy Statement before accepting and using our Service.

Acceptance:

If you register for or otherwise use this Service, you consent to the terms set forth in this Privacy Statement. You expressly authorize Next in Line and any affiliates, business partners, and service providers to collect, process, retain, and disclose any Information that you provide, for the sole purposes explained either in this Privacy Statement or directly to you during any interactions with our Service.

Effective Date and Changes to this Privacy Statement:

This Privacy Statement was last updated on September 18, 2015. We reserve the right to update, at any time and in any manner, this Privacy Statement. If this Privacy Statement is updated, we will reasonably attempt to advise you via electronic communication of the change. This attempt may include publishing a notice of the change on the Service or sending an electronic message stating that the Statement has been changed. If this notice is delivered via an electronic communication, such as email, we will send the notice to your most recent, known or provided electronic communication address. This electronic communication address could be a text message address, Twitter user name, Facebook address, or other website address that you provided – this is not an exhaustive list. It is your responsibility to not only review any communications or notifications we send to these addresses, but also authorize and allow messages from us and keep those addresses up to date so our communications

can reach you. If you continue to use our Service after we have updated our Privacy Statement and informed you of the change, your use is considered acceptance of the terms and changes incorporated into the Privacy Statement and this acceptance shall be effective from your initial use of our Service, unless otherwise and explicitly prohibited by applicable law.

Information about You:

We (Next in Line, our business partners, affiliates, and service providers) use any Information about you to improve and support your continued use of the Service. This Information about you includes your name, user name, contact information, and other direct identifiers associated with you or your account. Should we delete any of your direct identifiers, this information is no longer deemed Information about you and is no longer subject to our Privacy Statement.

We will collect this Information about you via various methods, which can include your interaction with and use of the Service, your direct transfer of this information from you to us, or other users who may reveal or give us Information about you through the Service. A lot of the functions on the Service, including subscribing to our Service, require you to directly submit information about yourself in order to benefit from various features of the Service.

Other Sources of Information about You:

In addition to the sources of Information about you described above, this Information may also be gathered from additional sources. These additional sources include other users who you interact with via the Service, any business who sponsors another business you patronize, all third party social media platforms, advertising affiliates, and other parties not listed here. We use all Information about you to better manage and run the Service, deliver services that you have requested, and contact you for any reason. It is also within our right to gather Information about you from various research, marketing, or advertising firms in order for us to improve our Service offerings.

We use Information about you to promote and deliver our products/services, to fulfill any of your requests, and to contact you if requested by you.

Unless stated otherwise, we may use your Information to improve any of our programs, any content on our Service, or for our own analysis. If we remove any of this information that could identify you, we may disclose or use the resulting "de-identified" information without restrictions. As an example, we may de-identify and aggregate statistical data or results for research purposes and for reporting to other organizations. This aggregated and reported data will not contain any personally identifiable information and will not identify any specific individuals.

Exchanging information with Other Parties:

It is our right to share any information with any of the parties listed below and for the following purposes:

- To law enforcement if they request it or when required by applicable laws, court orders, or government regulations. In these instances, we may transfer information about you to these or other parties for legal purposes.
- We may provide your Information or information of your use of our Service to any of our affiliates, service providers, or business partners who help with the management, administration, or delivery of our Service.
- We may provide Information about you to any buyer or acquiring party in the event of a sale, assignment, or other transfer of our business or Service. In such a case, this buyer or acquiring party would be subject to the same terms and conditions as you: those described in this Privacy Statement.
- Finally, we may provide your Information or information about your use of the Service to any other party or for any other purpose **if you explicitly authorize us to do so**. As an example, we may propose features or applications to some sponsors or other business during which more of your Information may be transferred. If this happens, we will generally inform about the Information that we are providing and we will generally receive your acceptance, either in the form of a clicking a button or engaging in some electronic exchange that signifies your acceptance, before we provide this additional Information about you. We may also directly ask you or we may be able to rely on settings that you have chosen in your account, to authorize disclosure of information.

Managing Information about You:

In order to keep your Information on the Service updated, complete and accurate, we ask that you please contact us in the manner(s) specified below. Upon receipt of this notification, we will take the necessary steps to update or rectify any of your Information that we possess, or change and remove any Information about you, as requested, so that we may no longer contact you for a specific purpose or set of purposes.

Communicating with You:

If we need to communicate with you for any reason, we may do so through the Service (in the form of a notification or alert) or through various electronic communications. If you do not wish to receive these communications, you may be able to manage some of these communication methods, including notifications and marketing efforts. You may subscribe or unsubscribe from these electronic communications. You may not, however, unsubscribe from any administrative messages that we send or any administrative Service messages, such as an alert to inform you about changes in our Terms of Use or Privacy Statement.

Links to Other Services:

We may provide hyperlinks or references to other websites via the Service, or allow you to incorporate Information about you to (or from) such websites and from (or to) the Service. This Privacy Statement does not apply to any of those websites. As such, we are not responsible for any of those websites' content or functions and we encourage

you to familiarize yourself with the privacy practices, statements, and terms of use for those other websites that you may use.

Security:

We take reasonable measures to safeguard your Information that we possess and control, and to safeguard this Information from any misuse, loss, and unauthorized changes, access, and disclosure.

Contacting Us:

We welcome any comments or questions from you regarding our Privacy Statement, Terms of Use, or the Service. Should you have a question or comment, please contact us at <https://www.urnextinline.com> (contact@urnextinline.com) Or

Next In Line, Inc.
10627 Jones Road,
Kingsville, MD 21087

Other Special Considerations:

Technology Logging, Cookies, and Related Techniques

During your interactions with and use of the Service, your device or browser may provide technical data that we will use in our services. For example, when you use our Service, your device or browser interacts with our technology, which consequently records your activity, requests and services. This information helps us manage and improve the quality and usefulness of our Service, as we analyze use of the Service. Examples of these types of information are your Internet Protocol address, type of browser or device used, requests you made, the URL of your visit, and other related information about your technical usage.

Cookies and other remote storage technologies are employed by our Service and us in order to validate you to the Service. These technologies are also used for analysis purposes, to see how users are utilizing the Service, to associate your account with data on how you use the Service, and to help us customize the Service. By extension, any of our affiliates, service providers, or business partners may also employ cookies or these other technologies for the same or other purposes. If your device is configured so that it does not accept cookies or other associated means, the Service may not operate smoothly or correctly.

Information about Children:

The Service is not intended to be used by any person below the age of 13.

Rights under Laws:

Some state laws may grant you additional rights regarding access to certain information, such as California Code Section 1798.83, which may grant certain rights to California residents. In such instances, we honor all of those rights.

Location of Processing:

Next In Line, Inc. is a United States of America corporation and has its core operations in the United States. Any Information about you provided may be used by us or our Service and any of our affiliates, business partners, or service providers in the United States and anywhere else in the world where privacy rules may differ from those in the country, which you reside.