

Terms and Conditions

We (www.rogerlist.com) wish to clarify the terms of use of services through this document. By accessing or otherwise interacting with our servers, services, websites, mobile apps, or any associated content/listings, you agree to these Terms of Use ("TOU").

You understand and agree that www.rogerlist.com is a private site. By accessing or using our services, you represent and warrant to Rogerlist that you have complete and absolute authority to accept and agree to our TOU. If you do not agree to our TOU, you are not authorized to use our services or even download our App(s).

In our sole discretion, we may modify our TOU from time to time. You are expected to periodically check our TOU for changes and are bound by them if you continue to avail our services.

By agreeing to our TOU, we assume that:

- You are of sufficient age and capacity to use our services and be bound by these TOU.
- If you avail our services on behalf of a business, thereby binding that business to these TOU.

Thereby we grant you a limited, revocable, non-exclusive, non-assignable consent to use www.rogerlist.com services in compliance with the TOU. You are not authorized to display, make derivative works, distribute, or sell content from our website, excluding listings you create.

Unless otherwise authorized through a separate written agreement, you agree not to use or provide the software to anyone except our app(s) and general purpose web browsers and email clients or services that interact or interoperate with www.rogerlist.com. You also agree not to copy/collect our site content via robots, spiders, scripts, scrapers, crawlers, or any automated or manually. Misleading, unsolicited, and/or unlawful listings and communications are prohibited. You agree not to post listings that are prohibited by any of our policies.

You agree not to misuse our flagging or reporting processes, nor will you collect our users' information. You agree that www.rogerlist.com may moderate access and use of our website at our sole discretion or may even de-activate your account. You therefore agree (i) not to bypass our aforesaid moderation, (ii) we are not liable for moderating or not moderating, and (iii) nothing we say or do waives our right to moderate, or not.

Unless otherwise authorized through a separate written agreement, you agree not to:

- Rent, lease, sell, publish, distribute, license, sublicense, assign, transfer, or otherwise make available our services or our application programming interface (API)
- Combine or integrate our services through the APIs with any software, technology, services, or materials not authorized by us.
- Circumvent any functionality and related controls.
- Remove or alter any copyright, trademark or other proprietary rights notices.

You agree not to use www.rogerlist.com in any manner that infringes, misappropriates, or otherwise violate any intellectual property right or other rights, or any applicable law.

You further agree that if you violate the TOU, or you encourage, support, benefit from, or induce others to do so, you will be jointly and severally liable to us for liquidated damages as follows:

- Collecting/harvesting our users' information - \$10 per violation

- Publishing/misusing personal or identifying information of a third party in connection with your use of our services without our written consent - \$5000 per violation
- Misrepresenting your identity or affiliation to anyone in connection with your use of www.rogerlist.com services - \$1,000 per violation
- Posting or attempting to list prohibited content - \$100 per violation
- Sending any unauthorized/unsolicited email to an email address obtained from our website - \$100 per violation
- Using contact information of www.rogerlist.com users for any unauthorized/unsolicited purposes - \$1000 per any such incidence
- Creating or selling a misleading or unlawful www.rogerlist.com account - \$10 per violation
- Misusing or any similar attempt to abuse www.rogerlist.com reporting processes - \$10 per violation
- Aggregating, copying, duplicating, reproducing, or making derivative works from www.rogerlist.com content for any purpose without our express written consent - \$5,000 for each day you engage in such violations
- Bypassing or attempting to bypass our moderation efforts - \$10 per violation.

You agree that above mentioned amounts of liquidated damages:

- Are a reasonable compensation for our damages (as actual damages are often difficult to calculate)
- Are not a penalty, and
- Do not otherwise limit our ability to recover under any legal theory or claim, including statutory damages and other equitable relief

When you make use of our paid services, you authorize us to charge your account with the prescribed fees. All government taxes are additional. All such charges are non-refundable, even for listings we remove, or otherwise moderate.

To the extent permitted by law, www.rogerlist.com, and its representatives affiliates, and successors

- Make no promises, warranties, or representations as to the use of its services
- Provide the available services on an "AS IS" at your own risk and responsibility
- Disclaim any liability or responsibility for acts, omissions, or conduct of users or any third party in connection with our services
- Accept no liability for any direct, indirect, consequential, incidental, special, punitive, or other losses, including lost profits, revenues, data, goodwill, etc., arising from the use of our services, and in no event shall such liability exceed \$100 or the amount you paid us in the year preceding such loss. Some jurisdictions restrict or alter these disclaimers and limits, so some may not apply to you.

Any claim, cause of action, demand, or dispute arising from or related to www.rogerlist.com will be governed by the internal laws of California, without regard to conflict of law provisions, except to the extent governed by US federal law. Any Claims will be exclusively resolved by courts in XXXXXXXX, CA (except we may seek preliminary or injunctive relief anywhere). You therefore agree to:

- Submit to the personal jurisdiction of courts in XXXXXXXX, CA
- Indemnify and hold www.rogerlist.com entities harmless from any claims, losses, liability, or expenses (including attorneys' fees) that arise from a third party and relate to your use of our services

- Be liable and responsible for any claims we may have against you or your representatives, or any other related party (directly or indirectly) acting for your benefit.

Unless otherwise authorized through a separate written or electronic agreement with us that expressly references the TOU, this is the exclusive and entire agreement between us and you, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. All above mentioned sections of TOU like use, liquidated damages, and claims & indemnity sections survive termination of the TOU, and you will remain bound by those sections. If a TOU term is unenforceable, it shall be limited to the least extent possible and supplemented with a valid provision that best embodies the intent of the parties. The English version of the TOU controls over any translations.