

Terms of Service

Last Updated: April 08, 2021

The Gist

We (Parkiki LLC) are here to help customers connect with businesses. These Terms of Service (“Terms”) describe our commitments to you, and your rights and responsibilities when using our services. Please read them carefully and reach out to us if you have any questions. These Terms include a mandatory arbitration provision in Section 14. If you don’t agree to these Terms, don’t use our services.

Terms of Service

These Terms govern your access to and use of the products and services we provide through or for Emeremo.com or any Emeremo Branded Mobile Application (collectively, “Services”). These Terms also govern visitors’ access to and use of any websites that use our Services, like the websites links in our web or mobile applications. Please note though that the operators of those websites may also have their own separate terms of use. Please read these Terms carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to be bound by all of the Terms and all other operating rules, policies, and procedures that we may publish via the Services from time to time (collectively, the “Agreement”). You also agree that we may automatically change, update, or add on to our Services, and this Agreement will apply to any changes.

1. Who’s Who

“You” means any individual or entity using our Services. If you use our Services on behalf of another person or entity, you represent and warrant that you’re authorized to accept the Agreement on that person’s or entity’s behalf, that by using using our Services you’re accepting the Agreement on behalf of that person or entity, and that if you, or that person or entity, violates the Agreement, you and that person or entity agree to be responsible to us. We refer to Parkiki LLC, doing business as Emeremo collectively as “Emeremo” or “we” throughout these Terms.

2. Your Account

When using our Services requires an account, you agree to provide us with complete and accurate information and to keep the information current so that we can communicate with you about your account. We may need to send you emails about notable updates (like changes to our Terms of Service or Privacy Policy), or to let you know about legal inquiries or complaints we receive about the ways you use our Services so you can make informed choices in response. We may limit your access to our Services until we're able to verify your account information, like your email address or phone number. When you create a Emeremo account, we consider that to be an inquiry about our products and services, which means that we may also contact you to share more details about what we have to offer (i.e., marketing). Don't worry — if you aren't interested, you can opt out of the marketing communications, whether it's an email, phone call, or text message. You're solely responsible and liable for all activity under your account. You're also fully responsible for maintaining the security of your account (which includes keeping your password secure). We're not liable for any acts or omissions by you, including any damages of any kind incurred as a result of your acts or omissions. If you get fired for using our Services incorrectly, that's on you. Don't share or misuse your access credentials. And notify us immediately of any unauthorized uses of your account, store, or website, or of any other breach of security. If we believe your account has been compromised, we may suspend or disable it. If you'd like to learn about how we handle the data you provide us, please see our [Privacy Policy](#).

3. Minimum Age Requirements

Our Services are not directed to children. You're not allowed to access or use our Services if you're under the age of 18. If you register as a user or otherwise use our Services, you represent that you're at least 18 years of age.

4. Responsibility of Visitors and Users

We haven't reviewed, and can't review, all of the content (like text and photos) posted to or made available through our Services by users or anyone else ("Content") or on websites that link to, or are linked from, our Services. We're not responsible for any use or effects of Content or third-party websites. So, for example:

- We don't have any control over third-party websites.
- A link to or from one of our Services does not represent or imply that we endorse any third-party website.

- We don't endorse any Content or represent that Content is accurate, useful, or not harmful. Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights, or other proprietary rights of third parties.
- You're fully responsible for the Content available on a website you provide a link to, and any harm resulting from that Content. It's your responsibility to ensure that a website you provide a link to has Content which abides by applicable laws and by the Agreement.
- You're fully responsible for the Content you post or make directly available through our applications, and any harm resulting from that Content. It's your responsibility to ensure that your Content you provide abides by applicable laws and by the Agreement.
- We aren't responsible for any harm resulting from anyone's access, use, purchase, or downloading of Content, or for any harm resulting from third-party websites. You're responsible for taking the necessary precautions to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- Any Content that's for sale or advertised as being sold by any of our Services is the seller's sole responsibility, so you must look solely to the seller for any damages that result from your purchase or use of Content.
- We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between you and the provider of any Content.

Please note that additional third-party terms and conditions may apply to Content you download, copy, purchase, or use.

5. Fees, Payment, and Renewal

a. Emeremo Fees

Fees for Paid Services. Some of our Services are offered for a fee, like Emeremo Business Services (collectively, "Paid Services"). By using a Paid Service, you agree to pay the specified fees. Depending on the Paid Service, there may be one-time fees, recurring fees, or revenue-based fees. For recurring fees, we'll bill or charge you in the automatically-renewing interval (such as monthly) on a pre-pay basis until you cancel, which you can do at any time by contacting the relevant support team. For one-time fees, we'll bill or charge you following the designated billing period (for example the month of April in 2021 in the Pacific/Honolulu TimeZone) for all one-time fees that

accumulate over the designated billing period. If not stated otherwise a billing period will observe Greenwich Mean Time / Coordinated Universal Time.

Taxes. To the extent permitted by law, or unless explicitly stated otherwise, all fees do not include applicable federal, provincial, state, local or other governmental sales, value-added, goods and services, harmonized or other taxes, fees, or charges (“Taxes”). You’re responsible for paying all applicable Taxes relating to your use of our Services, your payments, or your purchases. If we’re obligated to pay or collect Taxes on the fees you’ve paid or will pay, you’re responsible for those Taxes, and we may collect payment.

Payment. If your payment fails, Paid Services are otherwise not paid for or paid for on time (for example, if you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services), or we suspect a payment is fraudulent, we may immediately cancel or revoke your access to Paid Services without notice to you.

Automatic Renewal. To ensure uninterrupted service, recurring Paid Services are automatically renewed. This means that unless you cancel a Paid Service before the end of the applicable subscription period, it will automatically renew, and you authorize us to use any payment mechanism we have on record for you, like credit cards or PayPal, or invoice you (in which case payment is due within 15 days) to collect the then-applicable subscription fee as well as any Taxes.

Fees and Changes. We may change our fees at any time in accordance with these Terms and requirements under applicable law. This means that we may change our fees going forward, start charging fees for Services that were previously free, or remove or update features or functionality that were previously included in the fees. If you don’t agree with the changes, you must cancel your Paid Service.

Refunds. We will provide refunds if required by law. In all other cases, there are no refunds and all payments are final.

6. Feedback

We love hearing from you and are always looking to improve our Services. When you share comments, ideas, or feedback with us, you agree that we're free to use them without any restriction or compensation to you.

7. General Representation and Warranty

Our Services are designed to give you control and ownership over your Mobile Advertising. We encourage you to express yourself freely, subject to a few requirements. In particular, you represent and warrant that your use of our Services:

- Will be in strict accordance with the Agreement;
- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, the transmission of technical data exported from the United States or the country in which you reside, the use or provision of financial services, notification and consumer protection, unfair competition, and false advertising);
- Will not be for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights of Emeremo or any third party;
- Will not overburden or interfere with our systems or impose an unreasonable or disproportionately large load on our infrastructure, as determined by us in our sole discretion;
- Will not disclose the personal information of others;
- Will not be used to send spam or bulk unsolicited messages;
- Will not interfere with, disrupt, or attack any service or network;
- Will not be used to create, distribute, or enable material that is, facilitates, or operates in conjunction with, malware, spyware, adware, or other malicious programs or code;
- Will not involve reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for the Services or any related technology that is not open source; and
- Will not involve renting, leasing, loaning, selling, or reselling the Services or related data without our consent.

8. Copyright Infringement and DMCA Policy

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe any Content violates your copyright, please see our [Digital Millennium Copyright Act \(“DMCA”\) Policy](#) and send us a notice.

9. Intellectual Property

The Agreement doesn't transfer any Emeremo or third-party intellectual property to you, and all right, title, and interest in and to such property remains (as between Emeremo and you) solely with Emeremo. Emeremo and all other trademarks, service marks, graphics, and logos used in connection with our websites or Services are trademarks or registered trademarks of Emeremo (or Emeremo licensors). Other trademarks, service marks, graphics, and logos used in connection with our Services may be the trademarks of other third parties. Using our Services doesn't grant you any right or license to reproduce or otherwise use any Emeremo or third-party trademarks.

10. Changes

We may update, change, or discontinue any aspect of our Services at any time. Since we're constantly updating our Services, we sometimes have to change the legal terms under which they're offered. The Agreement may only be modified by a written amendment signed by an authorized executive of Emeremo, or if Emeremo posts a revised version. We'll let you know when there are changes: we'll post them here and update the "Last Updated" date, and we may also send you an email or other communication before the changes become effective. Your continued use of our Services after the new terms take effect will be subject to the new terms, so if you disagree with the changes in the new terms, you should stop using our Services. To the extent you have an existing subscription, you may be eligible for a refund.

11. Termination

We may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. We have the right (though not the obligation) to, in our sole discretion, (i) refuse or remove any content that, in our reasonable opinion, violates any the Agreement or any Emeremo policy, or is in any way harmful or objectionable, (ii) terminate or deny access to and use of any of our Services to any individual or entity for any reason. We will have no obligation to provide a refund of any fees previously paid. You can stop using our Services at any time, or, if you use a Paid Service, you can cancel at any time, subject to the Fees, Payment, and Renewal section of these Terms.

12. Disclaimers

Our Services are provided "as is." Emeremo and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

Neither Emeremo, nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

13. Jurisdiction and Applicable Law

Except to the extent any applicable law provides otherwise, the Agreement and any access to or use of our Services will be governed by the laws of the state of Hawaii, U.S.A., excluding its conflict of law provisions. The proper venue for any disputes arising out of or relating to the Agreement and any access to or use of our Services that are not otherwise subject to arbitration (as indicated below) will be the state and federal courts located in the City and County of Honolulu, Hawaii.

14. Arbitration Agreement

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in City and County of Honolulu, Hawaii, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Agreement shall be entitled to costs and attorneys’ fees.

15. Limitation of Liability

In no event will Emeremo, or its suppliers, partners, or licensors, be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed \$50 or the fees paid by you to Emeremo under the Agreement during the twelve (12) month period prior to the cause of action, whichever is greater. Emeremo shall have no liability for any failure or delay due to matters beyond its reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

16. Indemnification

You agree to indemnify and hold harmless Emeremo, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of our Services, including but not limited to your violation of the Agreement or any agreement with a provider of third-party services used in connection with the Services, Content that you post, and any ecommerce activities conducted through your or another user's website.

17. US Economic Sanctions

You may not use the Services if such use is inconsistent with U.S. sanctions law or if you are on any list maintained by a U.S. government authority relating to designated, restricted or prohibited persons.

18. Translation

These Terms were originally written in English (US). We may translate these terms into other languages, and in the event of a conflict between a translated version of these Terms and the English version, the English version will control.

19. Miscellaneous

The Agreement (together with any other terms we provide that apply to any specific Service) constitutes the entire agreement between Emeremo and you concerning our Services. If any part of the Agreement is unlawful, void, or unenforceable, that part is severable from the Agreement, and does not affect the validity or enforceability of the rest of the Agreement. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Emeremo may assign its rights under the Agreement without condition. You may only assign your rights under the Agreement with our prior written consent.

20. Sharing Terms

The [folks at Automattic](#) (The people behind WordPress.com) have made these Terms available under a [Creative Commons Sharealike license](#), which means that you're more

than welcome to copy them, adapt them, and repurpose them for your own use. Just make sure to revise them so that your Terms of Service reflect your actual practices. Also, if you do use these Terms, we'd appreciate a credit and link to Automattic somewhere on your website. You can grab a copy of these Terms and other legal documents on [GitHub](#).