

## NTTS Terms of Use

Last Updated: December 19, 2019

NTTS, Inc. ("NTTS") helps consumers research and hire repair vendors (collectively, "Service Providers"). The following Terms of Use outline your obligations when using the NTTS website, mobile applications, and services.

### ACCEPTANCE OF TERMS

The NTTS Internet site available at [www.nttsbreakdown.com](http://www.nttsbreakdown.com), the NTTS mobile application, all related sites and mobile applications, and the various content, features, and services offered on and in connection with these sites and applications, including the NTTS Breakdown Directory (collectively, the "Sites and Services") are owned and operated by NTTS, Inc. and can only be accessed and used by you under the Terms of Use described below ("Terms of Use").

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITES AND SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITES AND SERVICES.

### MODIFICATIONS OF TERMS OF USE

NTTS may, in its sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Sites and Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Sites and Services to obtain timely notice of such changes. If you do not agree to the amended terms, you agree to immediately stop using the Sites and Services and to provide NTTS notice to remove you from any distribution lists or other communication list that are available to you through your use of the Sites and Services. YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

### USE OF THE SITE AND SERVICES

Subject to full compliance with these Terms of Use, NTTS grants authorized users a nonexclusive, nontransferable, nonsublicensable, terminable license to access and use the Sites and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Sites or Services or any of their content for any purpose except for your personal use and as described in these Terms of Use, without the express written consent of NTTS. NTTS may modify, update, suspend or discontinue the Sites and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. NTTS shall not be liable to any user or other third party for any such modification, update, suspension or discontinuance.

### USER CONDUCT

As a condition of your access and use of the Sites and Services and your submission or access to any ratings, reviews, communications, information, data, text, photographs, audio clips, audiovisual works, or other materials on the Sites and Services (collectively, the "Content"), you agree not to use the Sites and Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by NTTS. By way of example, and not as a limitation, you agree not to:

1. violate these Terms of Use, other applicable agreement with NTTS, and any applicable local, state, national or international law, and any rules and regulations having the force of law;
2. use the Sites and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
3. use the Sites and Services or its Content for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
4. reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Sites and Services for any commercial, educational, or any other non-personal purpose or for any purpose unrelated to your personal purchasing decisions, without the express written consent of NTTS, which consent may be withheld by NTTS in our sole discretion;
5. post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Sites and Services or any activities conducted on the Sites and Services;
6. harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with NTTS, or otherwise attempt to mislead others as to the identity of the sender or the origin of a submission, review or rating;
7. knowingly provide or submit false or misleading information;
8. use the Sites and Services if you are under the age of eighteen (18);
9. take any action that would undermine the accuracy of the Sites and Services;
10. attempt to gain unauthorized access to the Sites and Services, other user accounts, or other computer systems or networks connected to the Sites and Services;
11. use the Sites and Services in any way that could interfere with the rights of NTTS or the rights of other users of the Sites and Services;
12. attempt to gain unauthorized access to any portion or feature of the Sites and Services, or any other systems or networks connected to the Sites and Services or to any server used by NTTS by hacking, password 'mining' or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Sites and Services user;
13. sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms of Use;

14. transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services;
15. access, download, monitor, or copy any information contained on our Sites and Services through artificial means (including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process, or in any way reproduce or circumvent the navigational structure or presentation of the Sites and Services or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Sites and Services; or
16. probe, scan or test the vulnerability of the Sites and Services or any network connected to the Sites and Services, nor breach the security or authentication measures on or of the Sites and Services or any network connected to the Sites and Services. You may not reverse look-up, trace or seek to trace any information on any other user of the Sites and Services, or any other customer of NTTS, including any NTTS account not owned by you, to its source, or exploit the Sites and Services or any service or information made available or offered by or through the Sites and Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than your own information, except as expressly authorized by NTTS and provided for by the Sites and Services.

#### NTTS SERVICES

When using, accessing, or purchasing particular services or features of the Sites and Services, you shall be subject to any posted agreements, guidelines, or rules applicable to such services or features that may be posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into the Terms of Use.

#### REGISTRATION INFORMATION

We may require that you create an account to use or access certain parts of the Sites and Services and use certain products and features. We may require that you provide login information such as a username and password to access and utilize your account. As a condition of your use of the Sites and Service, you agree to (a) provide NTTS with true, accurate, current and complete information as prompted by the NTTS registration forms, when registering for or using the Sites and Services and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under your username and password. While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact NTTS if you have questions about managing multiple accounts.

#### SUBMITTING CONTENT

As a condition of submitting any Content or other materials to the Sites or Services, you agree that:

1. you grant to NTTS a royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, incorporate such Content into other works;
2. you grant to NTTS all rights necessary to publish or refrain from publishing your name and address in connection with your Content; sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the Sites and Services;
3. you grant to NTTS all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction, distribution, or exploitation of your Content by any other party;
4. your name and report information may be made available to the public and to the Service Providers on which you report;
5. you represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, NTTS, and others as described and otherwise contemplated in these Terms of Use;
6. you represent and warrant that each person identified, depicted, or shown in your Content, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Content consistent with these Terms of Use;
7. you are solely responsible for your reviews and ratings;
8. NTTS may, in its sole discretion, choose to remove or not to remove reviews and ratings once published;
9. you will not submit any reviews that may be considered by NTTS to be infringing, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violates any relevant law or right of any other party, or racially, ethnically or otherwise objectionable;
10. all of your reviews and ratings will either be based upon (i) your actual first-hand experiences with the Service Providers you are reviewing;
11. all of your reviews and ratings of the Service Providers that you are rating will be accurate, honest, truthful, and complete in all respects;
12. you do not work for, own any interest in or serve on the board of directors of, any of the Service Providers for which you submit reviews and ratings; you are not in any way related (by blood, adoption or marriage, if the Service Provider is an individual) to any of the Service Providers for which you submit reviews or ratings;
13. you have not received any form of compensation to post reviews and ratings;
14. you will not submit reviews that comment on other users or the reviews of other users;
15. you will not submit reviews with hyperlinks; or
16. the reviews and ratings that you provide do not reflect the views of NTTS, its officers, managers, owners, employees, agents, designees or other users.

#### PUBLICATION AND DISTRIBUTION OF CONTENT

NTTS does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that NTTS simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content ("Service Provider Content"). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that NTTS does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with the use of any Content and Service Provider Content.

You further acknowledge that NTTS has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other NTTS member or any Service Provider. However, NTTS reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will NTTS be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information, or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against NTTS relating to Content or Service Provider Content, and release NTTS from any and all liability for or relating to any Content or Service Provider Content.

You may, however, report Content that you believe violates these Terms of Use or is otherwise unlawful by sending an email to [ntts1@nttsbreakdown.com](mailto:ntts1@nttsbreakdown.com) (for copyright complaints, please see below). Please note that you may be liable for damages (including costs and attorneys' fees) for unlawful misrepresentations. If you are uncertain whether an activity is unlawful, we recommend seeking advice of an attorney.

You agree that NTTS may establish general practices, policies and limits, which may or may not be published, concerning the use of the Sites and Services, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Sites and Services in a given period of time. You agree that NTTS has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Sites and Services. You agree that NTTS has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

#### SERVICE PROVIDERS

NTTS does not endorse and is not responsible or liable for any Content, data, advertising, products, goods or services available or unavailable from, or through, any third party or Service Provider. You agree that should you use or rely on such Content, data, advertisement, products, goods or services, available or unavailable from, or through any third party or Service Provider, NTTS is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Provider exclusively and do not involve NTTS. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging Service Providers.

Third parties and Service Providers may link or otherwise direct Internet users to our Sites and Services for the purpose of utilizing one or more of the services we provide on behalf of others. Additionally, we may provide links or otherwise direct you to third party or Service Provider websites. NTTS does not control or operate any such third party or Service Provider websites. Any information you provide to these third party or Service Provider websites while on these third party or Service Provider websites is subject to the respective policies of those third parties or Service Providers, and not NTTS policies. It is your responsibility to review such third party or Service Provider policies, including any relevant privacy policies. You agree that NTTS will not be responsible or liable for, and does not endorse any content, advertising, goods or services provided on or through these outside websites or for your use or inability to use such websites. NTTS does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party or Service Provider sites. You use these third party or Service Provider websites at your own risk.

You agree that NTTS is not responsible for the accessibility or unavailability of any Service Provider or for your interactions and dealings with them, waive the right to bring or assert any claim against NTTS relating to any interactions or dealings with any Service Provider, and release NTTS from any and all liability for or relating to any interactions or dealings with Service Providers.

Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or Service Providers found on or through the use of the Sites and Services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that NTTS shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or Service Providers on the NTTS Sites and Services.

#### TRADEMARKS AND COPYRIGHTS

NTTS, and other Sites and Services graphics, logos, designs, page headers, button icons, scripts, and service names are the trademarks or trade dress of NTTS in the U.S. and/or other countries. These trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion.

You should assume all Content and material made available on the Sites and Services is protected by copyright law. Aside from user-submitted Content, all other materials and other information on the Sites and Services, including, but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations and software are the exclusive property of NTTS and/or its licensors and are protected by all United States and international copyright laws.

Notices

You agree that NTTS may communicate any notices to You under these Terms of Use, through electronic mail, regular mail or posting the notices on the Site. All notices to NTTS will be provided by either sending: (i) an email to nttts1@nttsbreakdown.com; or (ii) a letter, first class certified mail, to NTTS, PO Box 14602, Shawnee Mission, Kansas 66285. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), NTTS will respond promptly to claims of copyright or trademark infringement.

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work's copyright or trademark has been infringed, please report Your notice of infringement to us by providing written notification of claimed infringement that includes substantially the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
5. a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

NTTS will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

#### DELAYS AND ACCESSIBILITY

The Sites and Services may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. NTTS is not responsible for any delays, failures or other damage resulting from such problems.

#### USER FEEDBACK

NTTS appreciates hearing from you, as well as our other users, and welcomes your comments regarding our Sites and Services. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value your feedback on our Sites and Services, please be specific in your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of NTTS. In addition, none of the Submissions will be subject to any obligations of confidentiality and NTTS will not be liable for any future use or disclosure of such Submissions.

#### Warranties and Disclaimers

You acknowledge that NTTS has no control over, and no duty to take any action regarding: which users gain access to or use the Sites and Services; what effects the content on or in connection with the Sites and Services may have on you; how you may interpret or use the content on or in connection with the Sites and Services; or what actions you may take as a result of having been exposed to the content on or in connection with the Sites and Services. You release NTTS from all liability for you having acquired or not acquired content or information through the Sites and Services. The Sites and Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. NTTS makes no representations concerning any content contained in or accessed through the Sites and Services, and NTTS will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites and Services. NTTS makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

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ANY MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO

ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NTTS OR THROUGH OR FROM THE SITES AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, NTTS DOES NOT REPRESENT OR WARRANT THAT (I) THE SITES AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITES AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, NTTS' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

NTTS SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND NTTS HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

NTTS has no control over and no duty to take any action regarding: other users' behavior; what effects Content may have on you; how you may interpret or use Content; or what actions you may take as a result of having been exposed to Content. You release NTTS from all liability for you having acquired or not acquired Content through the Sites and Services. NTTS makes no representations concerning any Content, including the accuracy thereof, contained in or accessed through the Sites and Services, and NTTS will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites and Services.

The Sites and Services may display links to other Internet sites or resources. Because NTTS has no control over such sites and resources, you acknowledge and agree that NTTS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

You further acknowledge and agree that NTTS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

#### Indemnity

You agree to indemnify, defend and hold harmless NTTS, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of these Terms of Use by you; (b) the inaccurate or untruthful Content or other information provided by you to NTTS or that you submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm you may have caused to another. NTTS will have sole control of the defense of any such damage or claim.

#### Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NTTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF NTTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY NTTS OR THE FAILURE OF NTTS TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NTTS CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF FEES TO NTTS THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR NTTS, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF NTTS TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY NTTS. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF NTTS TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY NTTS. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT NTTS SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

#### BREACH OF TERMS OF USE AND LIQUIDATED DAMAGES

You understand that the content on NTTS has significant value to NTTS and that the damage caused to NTTS for any violation of these Terms of Use will be difficult to accurately estimate. Thus you shall be liable to pay NTTS the following amounts as liquidated damages, and you agree that the liquidated damages are a reasonable estimate of NTTS' damages for the specified breaches of these Terms of Use:

1. If you post Content in violation of these Terms of Use, you agree to promptly pay NTTS One Thousand Dollars (\$1,000) for each item of Content posted in violation of these Terms of Use. We may (but shall not be required to) to issue you a warning before assessing damages.
2. If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of these Terms of Use, you agree to pay One Hundred Dollars (\$100) for each record or report that you displayed, copied, duplicated, reproduced, sold, re-sold or exploited for any purpose.
3. If you use computer programming routines that are intended to aggregate records or reports from the Sites and Services or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services, you agree to pay One Hundred Dollars (\$100) for each report or record that is aggregated, disrupted, damaged or otherwise affected by you.
4. Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, you agree to pay the actual damages suffered by NTTS, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms of Use, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms of Use, or any combination thereof.

#### ENTIRE AGREEMENT

These Terms of Use and other agreements, rules, and policies incorporated by reference to these Terms including, without limitation, the Privacy Policy, constitutes the entire agreement between you and NTTS. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and NTTS regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with your obligations and duties to NTTS under these Terms of Use.

#### GOVERNING LAW

These Terms of Use and the relationship between You and NTTS will be governed by the laws of the State of Kansas, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Johnson County, Kansas and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that NTTS may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Site or Service or these Terms of Use shall be filed within one (1) year after such claim or cause of action arose or will forever be barred."

#### MISCELLANEOUS

If you breach any term of these Terms of Use or other agreement with NTTS, NTTS may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. NTTS' remedies are cumulative and not exclusive. Failure of NTTS to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. These Terms of Use are not assignable, transferable or sublicensable by you except with NTTS' prior written consent. We may transfer, assign or delegate the Terms and its rights and obligations without consent. Users of this Sites and Services are responsible for compliance with all applicable regulations and laws. No joint venture, partnership, employment or agency relationship exists between you and NTTS as a result of these Terms of Use or use of the Sites and Services. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of these Terms of Use.

#### Contacting Us

If you have any comments or questions regarding these Terms, or wish to report any violation of these Terms of Service, please contact us at [ntts1@nttsbreakdown.com](mailto:ntts1@nttsbreakdown.com). We will address any issue to the best of our abilities.