

## Terms of Service:

The following terms and conditions govern all use of the HorizontalMeta.com website and all content, services and products available at or through the website, including, but not limited to, Horizontal Meta WordPress Plugin by Nathan Franklin (“Horizontal Meta”) - which is also available for download in the WordPress plugin repository. The Website and Horizontal Meta are owned and operated by Nathan Franklin. Both the Website and Horizontal Meta are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Horizontal Meta’s Privacy Policy) and procedures that may be published from time to time on this Site and within Horizontal Meta by Nathan Franklin (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Website and/or Horizontal Meta. By accessing or using any part of the web site or Horizontal Meta, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services including, but not limited to, Horizontal Meta. If these terms and conditions are considered an offer by Nathan Franklin, acceptance is expressly limited to these terms. The Website and Horizontal Meta is available only to individuals who are at least 16 years old.

**1. Intellectual Property.** This Agreement does not transfer from Nathan Franklin to you any Nathan Franklin or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Nathan Franklin. Horizontal Meta, and all other trademarks, service marks,

graphics and logos used in connection with Horizontal Meta, or the Website are remain the sole property of Nathan Franklin or Nathan Franklin's licensors. Your use of the Website or Horizontal Meta grants you no right or license to reproduce or otherwise use any trademarks owned by Nathan Franklin or third-parties.

- 2. Advertisements.** Nathan Franklin reserves the right to display advertisements on the Website and within the Horizontal Meta plugin pages unless you have purchased a Premium upgrade of the service and Horizontal Meta.
- 3. Changes.** Nathan Franklin reserves the right, at sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website and Horizontal Meta following the posting of any changes to this Agreement constitutes acceptance of those changes. Nathan Franklin may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
- 4. Termination.** Nathan Franklin may terminate your access to all or any part of the Website or Horizontal Meta including, but not limited to, product updates, and support services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement, you may simply discontinue using the Website or Horizontal Meta. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

- 5. Disclaimer of Warranties.** The Website and Horizontal Meta is provided “as is”. Nathan Franklin and suppliers and licensors of Horizontal Meta 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 Nathan Franklin nor suppliers and licensors of Horizontal Meta, make any warranty that the Website or Horizontal Meta will be error free or that access thereto will be continuous or uninterrupted. There is no guarantee that by installing and making use of Horizontal Meta will not cause data loss and/or corruption. You understand that you download Horizontal Meta from Nathan Franklin, the Website, suppliers or licensors of Horizontal Meta, at your own discretion and risk.
- 6. Limitation of Liability.** In no event will Nathan Franklin, or suppliers or licensors of Horizontal Meta, be liable with respect to any subject matter of this 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 of, or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Nathan Franklin under this agreement during the twelve (12) month period prior to the cause of action. Nathan Franklin shall have no liability for any failure or delay due to matters beyond his reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
- 7. General Representation and Warranty.** You represent and warrant that (i) your use of the Website and Horizontal Meta will be in strict accordance with the Horizontal Meta Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your

country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

**8. Indemnification.** You agree to indemnify and hold harmless Nathan Franklin, contractors, and licensors associated with Nathan Franklin, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website and Horizontal Meta, including but not limited to your violation of this Agreement.

**9. Miscellaneous.** This Agreement constitutes the entire agreement between Nathan Franklin and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by Nathan Franklin, or by the posting by Nathan Franklin of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website and Horizontal Meta will be governed by the laws of the state of Victoria, Australia, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Melbourne, Victoria, Australia. In any legal activity between Nathan Franklin and any, the prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any

breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Nathan Franklin may assign rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.