

# Terms of Use

Welcome to Galaxy-Recovery.com! This agreement sets forth the terms on which you may access and use our services. The services offered by Galaxy-Recovery.com include the Galaxy-Recovery.com website (the “Site”) and any other features, content offered from time to time by Galaxy-Recovery.com in connection with the Site (collectively, the “Galaxy-Recovery.com Services”).

By accessing or using the Site, you agree to be bound by the following terms and conditions and policies, including any future amendments (collectively, the “Terms of Use” or “Agreement”).

**READ THESE TERMS OF USE: THEY ARE IMPORTANT! THESE TERMS OF USE CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE GALAXY-RECOVERY.COM SERVICES.**

Nothing in these Terms of Use should be construed to confer any rights to third-party beneficiaries.

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of the Terms of Use at any time without further notice, without liability to you, any other member or any third-party. If we do this, we will post the changes to the Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Galaxy-Recovery.com Services after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, then please do not access or use (or continue to access or use) the Galaxy-Recovery.com Services. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to carefully review such changes.

## **Eligibility/Use of Service**

Your use of the Galaxy-Recovery.com Services is governed by these Terms of Use. You must be at least 18 years of age to use the Galaxy-Recovery.com Services. Any use of or access to the Galaxy-Recovery.com Services by anyone under the age of 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Galaxy-Recovery.com Services, you represent and warrant that you are 18 years of age or older and that you agree to and to abide by all of the terms and conditions of this Agreement.

Galaxy-Recovery.com reserves the right to refuse service without prior notice to anyone at any time for any or no reason.

### **Links to Third-Party Websites and Content**

The Galaxy-Recovery.com Services contain links to other websites that are not owned or controlled by Galaxy-Recovery.com (“Third-Party Websites”) as well as photographs, text, graphics, pictures, designs, music, sound, video, information and other content belonging to or originating from third-parties (the “Third-Party Content”). Galaxy-Recovery.com has no control over, and assumes no responsibility for any Third-Party Websites accessed through the Galaxy-Recovery.com Services, or any Third-party Content posted on the Galaxy-Recovery.com Services, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third-Party Websites or the Third-Party Content. Galaxy-Recovery.com does not investigate, monitor, edit, or censor any Third-Party Websites or Third-Party Content. Inclusion of or linking to any Third-Party Website or any Third-Party Content does not imply approval or endorsement thereof by Galaxy-Recovery.com.

We encourage you to be aware when you leave the Galaxy-Recovery.com Services, and access any Third-Party Websites. If you leave the Galaxy-Recovery.com Services and access any Third-Party Websites, be mindful that our terms and policies no longer govern, and that you do so at your own risk. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites that you visit.

### **Intellectual Property Rights**

The content on the Galaxy-Recovery.com Services including without limitation, the text, graphics, photos, videos, interactive features, and the like, and their selection and arrangement (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Galaxy-Recovery.com, subject to copyright and other intellectual property rights. All content on the Site is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, modified, downloaded, posted, sold, licensed, or otherwise exploited for any other purposes whatsoever, in any form or by any means, without the prior written consent of the respective owners. Galaxy-Recovery.com reserves all rights not expressly granted in and to the Galaxy-Recovery.com Services and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein, including any use, copying, or distribution of content of third-parties obtained through the Galaxy-Recovery.com Services for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Galaxy-Recovery.com Services

or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Galaxy-Recovery.com Services or the Content therein. Any use of Content other than as specifically authorized herein, without the prior written consent of the respective owners, is strictly prohibited. Be aware that unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Nothing herein shall be construed as conferring any license to the intellectual property rights of any third-party, whether by estoppel, implication or otherwise.

Except as expressly authorized by Galaxy-Recovery.com, you may not copy, modify, publish, transmit, distribute, perform, display or sell any of Galaxy-Recovery.com proprietary information.

### **User Conduct**

The Galaxy-Recovery.com Services (including the Site) are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted, posted or shared by you through the Galaxy-Recovery.com Services will violate or infringe upon the rights of any third-party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of users from the Galaxy-Recovery.com Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use any software or automated systems or scripts to collect information or Content from the Galaxy-Recovery.com Services for any purpose. You further agree that you will not use the Galaxy-Recovery.com Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Galaxy-Recovery.com Services.

### **Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE GALAXY-RECOVERY.COMSERVICES, INCLUDING THE GALAXY-RECOVERY.COMWEBSITE, SHALL BE AT YOUR SOLE RISK. THE GALAXY-RECOVERY.COMSERVICES, GALAXY-RECOVERY.COMWEBSITE AND CONTENT ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, GALAXY-RECOVERY.COM, ITS SUBSIDIARIES, PARENTS AND AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE GALAXY-RECOVERY.COMSERVICES AND YOUR USE THEREOF. GALAXY-RECOVERY.COMMAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE GALAXY-RECOVERY.COMSERVICE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE GALAXY-RECOVERY.COMSERVICES

AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE GALAXY-RECOVERY.COMSERVICES OR GALAXY-RECOVERY.COMWEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GALAXY-RECOVERY.COMSERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE GALAXY-RECOVERY.COMSERVICES OR GALAXY-RECOVERY.COM'S SERVERS BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE GALAXY-RECOVERY.COMSERVICES. GALAXY-RECOVERY.COM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE GALAXY-RECOVERY.COMSERVICES OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND GALAXY-RECOVERY.COM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF ANY PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Galaxy-Recovery.com, its parents, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents, are not responsible or liable in any manner for any Third-Party Content posted, uploaded, or displayed on the Site or in connection with the Galaxy-Recovery.com Services, whether caused by users of the Galaxy-Recovery.com Services or by any of the equipment or programming associated with or utilized in the Galaxy-Recovery.com Services. Although we provide rules for user conduct, we do not control and are not responsible for what third-parties post on the Galaxy-Recovery.com Services and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Galaxy-Recovery.com Services or in connection with any Third-party Content. Galaxy-Recovery.com, its parent company, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents, are not responsible for the conduct, whether online or offline, of any user of the Galaxy-Recovery.com Services.

The Galaxy-Recovery.com Services may be temporarily unavailable from time to time for maintenance or other reasons. Galaxy-Recovery.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission,

communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Galaxy-Recovery.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Galaxy-Recovery.com Services. Under no circumstances will Galaxy-Recovery.com be responsible for any loss or damage, including any loss or personal injury or death resulting from anyone's use of the Galaxy-Recovery.com Services, any Third-Party Content posted on or through the Galaxy-Recovery.com Services or transmitted to users of the Galaxy-Recovery.com Services, or any interactions between users of the Galaxy-Recovery.com Services, whether online or offline.

### **Limitation of Liability**

IN NO EVENT SHALL GALAXY-RECOVERY.com, ITS SUBSIDIARIES, PARENTS OR AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY LOST PROFITS OR LOST DATA, RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE GALAXY-RECOVERY.COMSERVICES (INCLUDING THE GALAXY-RECOVERY.COMWEBSITE), (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GALAXY-RECOVERY.COMSERVICES (INCLUDING THE GALAXY-RECOVERY.COMWEBSITE), (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE GALAXY-RECOVERY.COMSERVICES (INCLUDING THE GALAXY-RECOVERY.COMWEBSITE) BY ANY THIRD-PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE GALAXY-RECOVERY.COMSERVICES (INCLUDING THE GALAXY-RECOVERY.COMWEBSITE), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GALAXY-RECOVERY.COM IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT GALAXY-RECOVERY.COM SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL GALAXY-RECOVERY.COM, ITS SUBSIDIARIES, PARENTS OR AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU OR ANY THIRD-PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE GALAXY-RECOVERY.COMSERVICES (INCLUDING THE GALAXY-RECOVERY.COMWEBSITE) OR ANY OF THE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE GALAXY-RECOVERY.COMSERVICES (INCLUDING THE GALAXY-RECOVERY.COMWEBSITE), EVEN IF GALAXY-RECOVERY.COM IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, GALAXY-RECOVERY.COM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO GALAXY-RECOVERY.COM FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL GALAXY-RECOVERY.COM'S LIABILITY TO YOU EXCEED \$100. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO GALAXY-RECOVERY.COM FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM GALAXY-RECOVERY.COM, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### **Release**

You are solely responsible for your interactions with other Galaxy-Recovery.com users and third-party providers of products or services. Galaxy-Recovery.com reserves the right, but has no obligation or duty, to monitor disputes between you and other users.

IF YOU HAVE A DISPUTE WITH ANY THIRD-PARTY PROVIDER OF PRODUCTS OR SERVICES, YOU RELEASE GALAXY-RECOVERY.COM, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

### **Indemnity**

You agree to defend, indemnify and hold harmless Galaxy-Recovery.com, its subsidiaries, parents and affiliates, and each of their officers, directors, partners, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site or other Galaxy-Recovery.com Services; (ii) your violation of any term of these Terms of Use or of any applicable law; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your use of the site caused damage to a third-party. This defense and indemnification obligation will survive these Terms of Use and your use of the Galaxy-Recovery.com Services.

### **Ability to Accept Terms of Use**

You affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

### **Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Galaxy-Recovery.com without restriction.