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The RepairOtter Site may sometimes provide inaccurate or offensive content that doesn't represent Google's views.

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### **User Submissions — Image, Video, Audio Files**

You agree to only upload media (like photos, videos, or audio) on the RepairOtter Site that you have taken yourself or that you have all rights to transmit and license and

which do not violate trademark, copyright, privacy, or any other rights of any other person.

To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information (like name, phone number, email address or web site URL) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.

By uploading any media on the RepairOtter Site, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.

It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions or the RepairOtter Privacy Policy.

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.

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### **Indemnity**

You agree to defend, indemnify, and hold Tractable, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from: (a) your use of the Site, (b) any User Content you post or upload, (c) your use of or reliance on any User Content, or (d) your violation of these Terms and Conditions.

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## **Jurisdiction**

You expressly agree that exclusive jurisdiction for any dispute with Tractable, or in any way relating to your use of the RepairOtter Site, resides in the courts of the State of New York and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of New York in connection with any such dispute including any claim involving Tractable or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **Complete Agreement**

These Terms and Conditions and the RepairOtter Privacy Policy constitute the entire agreement between you and Tractable with respect to the use of the RepairOtter Site, and Content.