



TOS CuteAutoPoster AKA as TOU and TACS

CuteAutoPoster Terms of Use and Conditions

CuteAutoPoster was created to help you post your ads with ease and accuracy but we ask you to be responsible and do not abuse the system. It is your full responsibility to obey the Terms of Service (TOS) that regulate the website(s) where you intend to post your ads.

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item of Content that you post, email or otherwise make available via the Service. You understand that CuteAutoPoster does not control, and is not responsible for Content made available through the Service.

You acknowledge that CuteAutoPoster does not pre-screen or approve Content, but that CuteAutoPoster shall have the right (but not the obligation) in its sole discretion to make the software not functional if you violate this Terms of Use (TOU) disclaimer.

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof and may include the functionality of the software due to security or technology changes from the websites where you post your ads. Our programmers work very hard in keeping the software up to date but it is beyond our control the effectiveness of such updates. You agree that CuteAutoPoster shall not be responsible or liable for any loss or damage of any sort incurred as the result of security or technology changes that may affect the functionality of the software.

CONDUCT

You agree not to post, email, or otherwise make available Content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b) that is pornographic or depicts a human being engaged in actual sexual conduct;
- c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) that violates the Fair Housing Act by stating, in any notice or ad for the sale or rental of any dwelling, a discriminatory preference based on race, color, national origin, religion, sex, household status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics);
- e) that violates federal, state, or local equal employment opportunity laws, including but not

limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability.

f) with respect to employers that employ four or more employees, that violates the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract;

g) that impersonates any person or entity, including, but not limited to, a CuteAutoPoster employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);

h) that includes personal or identifying information about another person without that person's explicit consent;

i) that is false, deceptive, misleading, deceitful, misinformed, or constitutes "bait and switch";

j) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

k) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;

l) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by US laws.

m) 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 hardware or telecommunications equipment;

n) **No refund is provided.** You can use CuteAutoPoster to post 25 ads as part of the trial period. We provide video and written tutorials for you to make sure that this software is for you and meets your expectations please take advantage of these tools to learn and understand the program before you buy it. No Charge Backs or Cash Refunds will be provided.

Please read all of our terms and conditions, which you agree to by purchasing CuteAutoPoster. Unless otherwise specified, the terms and conditions set out in this TOS and references to "CuteAutoPoster" apply equally to users of CuteAutoPoster.

The terms and conditions include important provisions about your rights to refunds, as well as limiting and excluding our obligation to pay if you lose money.

As a user of CuteAutoPoster you accept that by using this software you agree to release CuteAutoPoster its parent corporation, assignees and/or any subsidiaries or affiliated companies from any losses caused by the malfunction of the software.

Use of CuteAutoPoster is subject to the following Terms and Conditions of Use:

1. Acceptance of Terms

1.1. CuteAutoPoster is provided by FASTRAC SOLUTIONS, LLC (the "Company"), which provides its services to you, subject to these Terms and Conditions ("TACS"), which may be updated by the Company from time to time without notice to you.

1.2. When using particular CuteAutoPoster software, services, or other items provided by the Company, you will also be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TACS.

1.3. CuteAutoPoster contains a large number of images, artwork and other data some of which is on license from its copyright owners. You are not permitted to download or use any widgets or other material from CuteAutoPoster or use such material other than the tutorials provided for your understanding of the program.

1.4. Technology changes every day and if for any reason the CuteAutoPoster becomes unusable or does not serve its purpose, you agree not to hold the Company liable and the Company accepts no liability in respect of, the loss of money or data relating to your advertising. You are strongly advised to keep copies of any data, images, music or otherwise that you upload onto Craigslist or any other site(s) with the help of CuteAutoPoster.

1.5. PLEASE NOTE: All minors are recommended to consult with their parents/guardians in respect of these TACS before using CuteAutoPoster.

2. Description of Service

Once again, CuteAutoPoster was created to help you post your ads with ease and accuracy but we ask you to be responsible and do not abuse the system. It is your full responsibility to obey the Terms of Service (TOS) that regulate the website(s) where you intend to post your ads.

3. Free product guidelines

3.1. CuteAutoPoster is a product offered by the Company with no ongoing subscription charge. Users of CuteAutoPoster will accept the following conditions in addition to the standard TACS governing user of CuteAutoPoster;

3.2. The Company shall have the right to change the terms and conditions applicable to or to withdraw the CuteAutoPoster product at any time and for any reason, without prior notice being given to users of CuteAutoPoster.

3.3. In addition, users of CuteAutoPoster agree;

- a) not to interfere, attempt to remove, cover or otherwise inhibit advertisement on their CuteAutoPoster software as placed by the Company and its partners;
- b) not to display any advertising of their own in any form on their CuteAutoPoster software;

4. CuteAutoPoster Partners

4.1. The Company may from time to time distribute CuteAutoPoster through approved partners ("Partners"). Users who buy the software through Partner versions of CuteAutoPoster will continue to be bound by these terms and conditions.

4.2. In addition Partners may offer additional Partner Services as part of their CuteAutoPoster offering. The Company will not be liable for any withdrawal of additional Partner services including Partner Services. The Company at its sole discretion may offer other products as an alternative in event of withdrawal of Partner Services or promotions.

5. Disclaimer of warranties

5.1. You expressly understand and agree that:

- a) Your use of CuteAutoPoster is at your sole risk. CuteAutoPoster is provided on an "as is" and "as available" basis and the Company and its suppliers, to the fullest extent permitted by law, make no warranties, express or implied, in relation to this software or its Contents, including, but not limited to, security, warranties of title, fitness for a particular purpose, merchantability and non-

infringement of proprietary or third party rights. The Company and its suppliers make no warranties about the accuracy, reliability, completeness, or timeliness of the material, services, software, text, graphics, and links.

c) The Company makes no warranty that (i) CuteAutoPoster will meet your requirements, (ii) that CuteAutoPoster will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use CuteAutoPoster will be accurate or reliable, and (iv) any errors in the software will be corrected. Further, if your use of the web site or the material results in the need for servicing or replacing equipment or data, the Company is not responsible for those costs.

d) Any material downloaded or otherwise obtained through the use of CuteAutoPoster is done at your own discretion and risk and that 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.

e) No advice or information, whether oral or written, obtained by you through or from CuteAutoPoster shall create any warranty not expressly stated in the TACS.

6. Indemnity

6.1. You agree to defend, indemnify, and hold harmless the Company its officers, directors, employees, partners and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Software (including CuteAutoPoster software, service, your connection to CuteAutoPoster or your breach of the terms of these TACS, including, but not limited to:

(a) any injury to any person or property caused by products or services supplied through the medium of CuteAutoPoster;

(b) any material which infringes the proprietary or intellectual property rights of any third party;

(c) copyright infringement; or

(d) any defects in products sold through the medium of CuteAutoPoster.

6.2. The Company shall provide notice to you promptly of any such claim, action or demand as and shall provide you with reasonable assistance, at your expense, in defending any such claim, suit or proceeding.

7. No Resale of CuteAutoPoster

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of CuteAutoPoster, use of CuteAutoPoster, or access to CuteAutoPoster, without the express permission of the Company by separate agreement.

8. Limitation of Liability

8.1. Your use of CuteAutoPoster is at your own risk. If you are dissatisfied with any of the Content or the software or with these TACS, or any other rules or policies, your sole remedy is to discontinue use of CuteAutoPoster. If such action is taken as a result of your breach of this contract, any payment made by you will not be refundable.

8.2. You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, whether in an action of contract or tort, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use CuteAutoPoster; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from CuteAutoPoster; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to CuteAutoPoster.

8.3. In no event will the Company's liability to any user arising out of or in respect of these TACS exceed \$100.

8.4. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of this paragraph 8 may not apply to you.

9. Modifications to the TACS or to the CuteAutoPoster

The Company reserves the right to change the TACS at any time without notice. The Company also reserves the right at any time and from time to time to modify or discontinue CuteAutoPoster temporarily or permanently, with or without notice to you. You agree that the Company shall not be liable to you or any third party for any modification, suspension or discontinuance of CuteAutoPoster.

10. Trademark Information

CuteAutoPoster, the CuteAutoPoster logo and other CuteAutoPoster logos and product and service names are in the process of becoming trademarks FASTRAC SOLUTIONS, LLC (the "CuteAutoPoster Marks"). Without the Company's prior permission, you agree not to display or use in any manner, the CuteAutoPoster Marks.

11. General

11.1. The TACS constitute the entire agreement between you and the Company (including, but not limited to, any prior versions of the TACS).

11.2. The Company makes no claims that the Content is appropriate for any particular purpose or audience, or that it may be downloaded outside of the United Kingdom. Access to the Content (including any software) may not be legal by certain persons or in certain countries. If you use the software outside the United States, you are responsible for compliance with the laws of your jurisdiction.

11.3. The Company is headquartered in Nevada, U.S. All legal issues arising from or related to the use of CuteAutoPoster shall be construed in accordance with and determined by the laws of The United States of America. By using CuteAutoPoster, you agree that the exclusive forum for the bringing of any claims or causes of action arising out of or relating to your use of CuteAutoPoster is the U.S. courts. You hereby accept and submit to the jurisdiction of such courts in any such proceeding or action, and irrevocably waive, to the fullest extent permitted by law, any objection which you may have now or hereafter have to be laying of the venue of any such action or proceeding brought in such a court and any claim that any such action or proceeding brought in such a court has been brought in an inconvenient forum.

11.4. If any provision of these TACS 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 TACS, which shall remain in full force and effect. No waiver of any term of these TACS shall be deemed a further or continuing waiver of such term or any other term.

11.5. Should you find any Content or otherwise that you feel breaches the TACS outlined, please email the Company using our contact page providing the site URL and details of the complaint. Your complaint will be investigated immediately and you will be informed by email of the outcome. Note: your details will not be given to the advertiser/user in question.

You must review this agreement on a regular basis to keep yourself apprised of any changes that may occur without any previous notice to you. You also agree to all of our Terms of Use.