Terms of Use

Last Updated: July 1, 2021

Acceptance of the Terms of Use

These terms of use are entered into by Rankings.io ("Rankings.io", "we", "us", "our") and the entity or individual executing or accepting these terms of use ("You" or "Your") in connection with Your use of the Rankings.io Services (defined below) and any documents incorporating or referencing Rankings.io Services ("Terms of Use", or "Terms of Use"). Rankings.io and You are each a "Party" and collectively the "Parties". "Rankings.io Services" means all services and offerings of Rankings.io through Rankings.io Properties ("Rankings.io Services" or "Services").

Please read the Terms of Use carefully before you start to use the Rankings.io Services. By Website or Services access, use, or clicking on a button that signifies your agreement to these Terms of Use, You are accepting and agreeing to be bound by the Terms of Use (collectively, "Agreement") and the terms incorporated herein by reference. If you do not or cannot agree to be bound by the Terms of Use, then You may not access, use, or continue to access, use or use through third Parties Services ("Rankings.io Services") or any portion thereof.

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The Website is offered and available to users who are 18 years of age or older and reside in the United States or any jurisdiction in which the provision of the Services and/or Website is not unlawful. If You are a minor, or if You are not a resident of the foregoing jurisdiction, You may not access or use the Services or Website or any other portion of the Rankings.io Services, or any content thereof. The purpose of the Website is to serve as a premiere content encouraging Customers with Services information, and to provide Customers with the ability to purchase Services. Rankings.io may, in its sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria for using the Website and Services from time to time in its sole discretion.

THE SERVICES ARE AVAILABLE TO USERS ONLY TO THE EXTENT THEY ARE ORDINARILY AVAILABLE TO THE PUBLIC THROUGH COMMERCIAL MARKETS AND APPLICABLE LAWS, EXCEPT THAT THE SERVICES ARE ADDITIONALLY AVAILABLE TO USERS WHO REPRESENT THEY ARE PERSONS OR ENTITIES THAT CAN BE CONTRACTED WITH UNDER THE LAWS OF THE UNITED STATES OR ANY JURISDICTION IN WHICH THE SERVICES ARE OFFERED.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website and Services thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction shall not apply to any disputes for which the parties have actual knowledge of a claim at the time the change is posted on the Website.

Your continued use of the Website and Services following the posting of revised Terms of Use means that You accept those changes, regardless of how You access the Website and Services. You should look at the Terms of Use regularly to keep abreast of the changes that may be made, because they are binding on You.

If any revision, or any portion thereof, is not acceptable to You, your exclusive remedy is to discontinue your use of the Website and Services. Rankings.io may, in its sole discretion, at any time, discontinue or terminate your access to the Website and Services, and such termination shall be effective immediately upon notice to You. Rankings.io may also, in its sole discretion, and without prior notice, limit access to certain areas of the Website and Services, or any portion thereof, and You agree to waive Your rights to such prior notice and/or such limitation of access.

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Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that persons employed by you or other persons connected to you who use your access to the Website do so in accordance with this Agreement.

You account or password, or other login information, you may be asked to provide certain registration details or other information in order to gain access to the Website and Services, and certain information you provide on the Website is secure, correct and complete. You agree that all information You provide to us on the Website or otherwise, including but not limited to through the use of any interactive feature on the Website, is commercial in nature and not confidential. You agree that You will not: (a) choose an account name that is offensive, vulgar or obscene; (b) use the account, password, or email address of another person to access the Website; or (c) impersonate another person or entity.

If any of the information You provide to us is untrue, inaccurate, not current or incomplete, we may terminate your access to the Website and Services, and we may refuse any and all current or future use of the Website and Services (or any portion thereof) for any other reason or only for any reason, in our sole discretion, without notice or liability. You agree that You will not: (a) share your account or password with anyone else and You will not allow others to use your account to access the Website and Services; (b) use the account of another person to access the Website and Services; and (c) impersonate another person or entity. You agree to ensure that you get from us your password at the end of each session. We should not be held responsible for third parties unlawfully obtaining an authorised password if we have taken reasonable precautions to ensure that only authorised users can access password-protected areas of the Website.

We have the right to disable any user name, password or other identifier, whether chosen by you or allocated by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have breached any provision of this Agreement.

You may allow Third Parties access to your account, password, or other information, when You use third party applications to interface with the Website and Services.

If you post, or cause to be posted, or otherwise allow us or provide any other person with access to any content, you represent and warrant that You have the right to do so, that such content does not violate the rights of any third party, and that such content does not violate this Agreement or any applicable law or regulation. You agree that You will not: (a) post, or cause to be posted, any content that is unlawful, or violates any third party rights; (b) post, or cause to be posted, any content that is harmful, abusive, harassing, tortious, threatening, or violates this Agreement or any applicable law or regulation.

Intellectual Property Rights

The Website and Services, including software and functionality, functional but not limited to all information, documents, data, text, photographs, graphics, video, design, compilation, software, arrangement thereof), are owned by Rankings.io, or licensed to us, and are protected by copyright laws and other intellectual property laws and treaties worldwide. All rights not expressly granted herein are reserved.

These Terms of Use permit you to use the Website for your personal, non-commercial use only, subject to the restrictions set out below and elsewhere in these Terms of Use. You must not:

- republish material from this Website (including republication on another website);
- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- You may view files that are automatically cached by your Web browser for display purposes, enjoy streaming media, and;
- You may print or download extracts from the Website for your personal use, and you may draw the attention of others within your organisation to such materials;
- sell material from and/or through the Website or otherwise charge for any material from the Website, or obtain any revenue from the use of material on the Website;
- If you wish to make any use of material on the Website other than that set out in this section, then you should write to us at the address above.

If you post, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the terms of this Agreement or in such a way as to infringe our or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or violate any law or regulation, then your permission to use the Website will cease all rights in such rights of proprietary and ownership in Rankings.io Services, any of the Website or any part thereof, including but not limited to any software used in connection with the Website and Services ("Rankings.io Intellectual Property").

Rankings.io agrees to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use and enjoyment of the Website. Rankings.io may not obtain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website and to any Services offered on or through the Website, by hacking, password mining or any other means. Rankings.io may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and Services. Rankings.io may not: (a) use any robot, spider, scraper or other automated means or any manual process to access, acquire, copy or monitor any portion of the Website, or any content or information thereon, in any manner not expressly permitted by these Terms of Use; (b) use any data gathered or other information obtained from or about other Customers or other users of the Website, or any portion of the Website, for any purpose not expressly permitted by these Terms of Use;
- Omit, delete, forge or misrepresent transmission names, or headers, designations, time and dates, or other identifiers about the origin of any content transmitted through the Website and Services;
- Not engage in any deceptive, misleading, illegal or offensive Member activity or conduct or engage in any conduct or activity that violates any law, statute, ordinance or regulation;
- Not interfere with, disrupt, or attempt to interfere with or disrupt the Website and Services or any Member's use of the Website and Services, or any computer, or network connected to the Website and Services;
- Not post, upload, email, or otherwise send or make available any material that contains software viruses or other computer codes, files or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or computer or communications network;
- Not post, upload, email, or otherwise send or make available any material that violates, or infringes on, the rights of any third party including, but not limited to, intellectual property rights, rights of privacy (including without limitation, unauthorized disclosure of personal information regarding other Members or third parties), or rights of publicity;
- Not post, upload, email, or otherwise send or make available any material that violates, or encourages conduct that would violate, any criminal law, or any civil liability, or any law or regulation in your jurisdiction or in the jurisdiction of any other Member or third party;
- Not post, upload, email, or otherwise send or make available any material that violates, or infringes on, the rights of any third party including, but not limited to, intellectual property rights, rights of privacy (including without limitation, unauthorized disclosure of personal information regarding other Members or third parties), or rights of publicity;
- Not post, upload, email, or otherwise send or make available any material that violates, or encourages conduct that would violate, any criminal law, or any civil liability, or any law or regulation in your jurisdiction or in the jurisdiction of any other Member or third party;
- Not post, upload, email, or otherwise send or make available any material that violates, or encourages conduct that would violate,