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1. **Background.** The Site is intended to provide information about Monocle’s software and service and outline its value proposition for potential users. Specifically, how using Monocle’s software can help brands manage, analyze and optimize their online promotions.
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective 10 days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.
3. **Ability to Accept Terms.** The Site is only intended for individuals aged 18 years or older. If you are under 18 years, please do not visit or use the Site.
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9. Links

9.1. Monocle permits you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Monocle or present any false information about Monocle and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website ("Third Party Website") which prohibits linking to third parties; (v) such Third party Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

10. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with Monocle's privacy policy ("**Privacy Policy**") which is available at <https://monocle-public.s3.amazonaws.com/Monocle+-+Privacy+Policy.pdf>. You agree that we may use personal information that you provide or make available to us in accordance with Privacy Policy.

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13. **Indemnity.** You agree to defend, indemnify and hold harmless Monocle and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your interaction with any Site user; or (iii) your violation of these Terms.

- 14. Term and Termination.** These Terms are effective until terminated by Monocle or you. Monocle, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Monocle shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section and Sections 8 (*Intellectual Property Rights*), 12 (*Privacy*), 13 (*Warranty Disclaimers*), 14 (*Limitation of Liability*), 15 (*Indemnity*), and 17 (*Independent Contractors*) to 19 (*General*) shall survive termination of these Terms.
- 15. Independent Contractors.** You and Monocle are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Monocle. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Monocle.
- 16. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred, or assigned by you but may be assigned by Monocle without restriction or notification to you.
- 17. General.** Monocle reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and Monocle shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Monocle may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Monocle concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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