

Balanced Media Terms of Service and Privacy Policy

Last updated: 8/22/19

These Terms of Service and Consent, as amended from time to time (these "Terms"), made between you and Balanced Media Technology LLC, a Texas limited liability company (the "BALANCED"), govern your use of products developed or created by BALANCED (the "Products"). Please read the following carefully. It may affect your rights.

These Terms are an agreement between you and BALANCED. By using or downloading a Product, you agree to be bound to these Terms. The Products are not available to persons under the age of 13. If you are between the ages of 13 and 18 (or between 13 and the age of legal majority in your country of residence), you may only use the Products under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are under the legal age of majority, your parent or legal guardian must consent to this agreement as described below.

BALANCED may modify these Terms at any time and revisions shall be effective immediately upon posting. You agree to check these Terms periodically for new information and terms that govern your use of the Products.

If you do not agree with these Terms, please do not download or use the Product. By downloading or using the Product, you represent that you have read these Terms and agree to them.

1. DESCRIPTION OF THE PRODUCTS

The HEWMEN Platform is a collection of Products offered by BALANCED, which includes the BALANCED Cell Client as well as stand-alone games. The BALANCED Cell Client is a program that runs on your computer and uses a portion of your computer's processing power to process problems such as research related to cancer drug discovery and macular degeneration detection. The BALANCED Cell Client also establishes an internet connection for the purpose of receiving and sending back Problem Data (as defined below) to data distribution servers.

The HEWMEN Platform also includes games connected with BALANCED's HEWMEN technology platform, for which you can find more information in Section 4. These games use the players' problem-solving skills to assist researchers by interacting with Problem Data within the context of gameplay.

The Product description provided in this Section 1 is for informational purposes only and nothing contained in this Section 1 should be construed as a guarantee, representation, warranty, promise, or obligation of any sort.

2. CONTENT, CREDITS, AND PROBLEM DATA

"Content" on the Products includes software, technology, text, widgets, links, music, sound, graphics, pictures, video, code, and all audio and visual or other material appearing on or emanating to and/or from the Products. All Content is owned by BALANCED or its affiliates, subsidiaries, licensors, or suppliers. Content may also include anonymized data and analyzed or computed data that is transmitted to your computer or other device ("Problem Data"). Problem Data may be public, owned by BALANCED, or owned by a licensor to BALANCED.

3. USE OF CONTENT

BALANCED grants you a personal, limited, non-exclusive license to use Content and Entitlements to which you have access for your personal, private, non-commercial, non-transferable, limited uses solely as set forth herein and as set forth in any additional terms applicable to the Product. Content, including Problem Data, and all other intellectual property rights in or on the Products as well as any related products or services offered through the Product are owned by BALANCED or BALANCED's other third-party licensors and are protected by United States and International copyright, trade dress, patent, and trademark laws, international conventions and treaties, and other laws protecting intellectual property and related proprietary rights. You may not copy, access, or download any content from the Products unless you are expressly authorized to do so by the owners of such Content. In addition, unless expressly authorized by BALANCED, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, creative derivative works from, rent, sublicense, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Products or Content without the express authorization by BALANCED or the owners of the Content, as applicable. Any commercial use of the Products or Content is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Products or Content.

Making unauthorized copies or distribution of the Products or Content found on the Products may result in termination of your access to any or all Products, prohibition on use of any or all Products, and further legal action.

4. HEWMEN DATA ANALYSIS

BALANCED may use your interactions with the Product and the processing power of your computer or other device in order to analyze Problem Data. This Problem Data, any analysis thereof, or discovery made possible by the analysis is at all times the property of BALANCED or the third-party licensor or supplier.

By using the Products, you grant BALANCED the right to access and use the unused computing power and storage space on your computer(s) and/or Internet access or bandwidth for the analysis and computation of Problem Data. You hereby authorize the aforementioned use of your unused computing power and storage space without the right to compensation or consideration of any form. Any discovery or derivative work developed through the analysis of Problem Data, whether tangible or intangible, shall at all times remain the property of BALANCED, its licensors, or its suppliers, and you hereby acknowledge and agree that you shall never be entitled to any compensation or consideration in connection with such discoveries or derivative works.

You hereby represent and warrant to BALANCED that you are the authorized user of the device you use in order to access the Products and that you understand such device may be used to analyze Problem Data as described herein. You hereby volunteer the use of your device to BALANCED, and you acknowledge and accept that you will not have any expectation, influence, or governance over the analysis of Problem Data and any discovery or derivative product generated by such analysis.

Furthermore, Problem Data may be automatically shared and distributed between users in order to analyze such Problem Data. By using the Products, you hereby authorize BALANCED to create and utilize a peer-to-peer network among you and other users. The distribution of Problem Data between users may involve the use of your bandwidth, and you hereby authorize BALANCED to use your bandwidth to transmit Problem Data to other users.

5. ACCESS TO PRODUCTS

The Product may use an OAuth (open authentication) service provided by a third-party provider, such as Twitch, to authenticate your identity, which is then associated with a BALANCED user profile. The BALANCED user profile is used to keep track of the user's community affiliation and donated processing power. Please note that your use of a Third-Party Provider may be subject to agreements or policies with such Third-Party Providers. BALANCED is not responsible for creating such agreements or policies and therefore has no responsibility for them.

BALANCED may use the login information you supply to Third-Party Providers in order to provide you with access to the Products.

BALANCED may terminate, suspend, or block your access to the Products at any time and for whatever reason.

By downloading or using a Product on a particular computer, device, or platform, you represent and warrant that you are the owner of such computer, device, or platform and/or are authorized to use such computer, device, or platform to access and use the Product.

6. UPDATES

Some Products are capable of downloading updates to the Product. Some Products are under constant and active development and frequent updates introducing new features and games should be expected. You hereby authorize BALANCED to automatically update any Product, and by using any updated Product you continue to agree to these Terms.

7. AGE RESTRICTIONS

The Products are intended for general audiences. BALANCED does not knowingly collect any personal information from children. If BALANCED discovers that a user or customer is under the age of 13, BALANCED will either block the user or customer from use of the Product, delete such user's information, or BALANCED will ensure consent is obtained from the user's or customer's parent or guardian for the collection, use and sharing of the child's personal information.

Parents can review, edit, request the deletion, or prevent further collection or use of their child's personal information or make inquiries regarding these Terms by sending an email to contact@bmt.world. We urge parents and guardians to monitor their child's use of computers, devices, or other platforms by which access to any Product is available.

8. PRIVACY AND SECURITY; COLLECTION OF INFORMATION

BALANCED cares about your privacy and security and endeavors to be transparent about what information it collects from you and the use of such information. Such information may include personal information, which is information that can be used to personally identify you. The information BALANCED may collect from you includes the following:

- Third-Party Provider login information or account name (e.g., your Twitch account name);
- Your name;
- Your email;
- Your IP address and unique network identifier;
- Computer system information such as but not limited to operating system version, CPU metrics, video card metrics, RAM metrics, file system metrics, and battery information.

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- Game and usage data, including but not limited to player scores and earned achievements;
- Problem Data analysis results and specifications;

Please be advised that BALANCED does not collect usernames or passwords, and that any Third-Party Provider login information is used solely to provide access to the Products.

By downloading or using a Product, you are voluntarily providing personal and other information to BALANCED and you hereby consent to BALANCED collecting such information and using it for the following purposes:

- To improve the Products and user experience;
- To analyze Problem Data;
- To market the Products to private parties or the general public;
- To contact you with offers or promotions;
- For authentication purposes;
- To enforce these Terms, applicable law, or other BALANCED policies;
- To provide customer service;

Upon request, BALANCED may, but, except as required by applicable law, is not required to, review, update, or remove your information as appropriate. Please contact BALANCED at contact@bmt.world if you have any request regarding your information.

Problem Data and the analysis thereof may be made public or shared with collaborators. Data and analysis may be shown in the game and used in external publications, presentations, promotional materials, and other public venues. We may associate data analysis with your account name, which may appear without your explicit permission in external demonstrations of the Product, including presentations, videos, screenshots, and publications.

Please note that by downloading or using the Product you voluntarily consent to the collection of information and BALANCED's use thereof. BALANCED collects information you provide to BALANCED voluntarily. BALANCED may also derive certain facts from collected information. BALANCED may also collect information you have provided to a Third-Party Provider in order to grant you access to a Product. We may obtain information from third-parties, but BALANCED will only use such data for purposes consistent with these Terms. By connecting or using a third-party service in order to connect to a Product, you authorize BALANCED to access and use information you provide to the Third-Party Provider. Please be aware that the Third-Party Provider may require you to agree with its own terms, agreements, or other policies, for which BALANCED has neither any control or responsibility.

When you access the Products, directly or through Third-Party Providers, a Cookie may be placed on the device in order to authenticate your access. Cookies are small files applied to our Internet browser to track movements within websites. Cookies link to information regarding pages you have viewed.

9. INTELLECTUAL PROPERTY CLAIMS

BALANCED respects the intellectual property rights of others and attempts to comply with all relevant laws, including the Digital Millennium Copyright Act ("DMCA"). BALANCED will review all claims of copyright infringement received and will remove any Content determined to be in violation of any intellectual property laws.

If you believe that your work has been used in a way that constitutes copyright infringement, please inform BALANCED immediately at contact@bmt.world. Please notify BALANCED and its agent for service of process with notice in accordance with the requirements of the DMCA, including: (i) a description of the copyrighted work that has been infringed and the specific location on the Product where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number, and email address, and any other necessary contact information; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

10. YOUR RIGHT TO CANCEL; SOLE REMEDY

You have the right to cancel or remove your access to a Product at any time. If you do not agree to these Terms (or any other BALANCED policy regarding your use of the Product), your sole remedy is to not use the Product. YOU UNDERSTAND AND AGREE THAT THE CANCELLATION OR REMOVAL OF YOUR ACCESS TO THE PRODUCT IS YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH BALANCED, INCLUDING ANY DISPUTE RELATED TO, OR ARISING OUT OF: (1) ANY TERM OF THESE TERMS OR BALANCED'S ENFORCEMENT OR APPLICATION OF THESE TERMS; (2) THE CONTENT AND CREDITS AVAILABLE THROUGH THE PRODUCT OR ANY CHANGE IN CONTENT OR CREDITS PROVIDED BY OR THROUGH THE PRODUCT; (3) YOUR ABILITY TO ACCESS AND/OR USE THE PRODUCT AND/OR ANY CONTENT OR CREDITS THEREON; OR (4) THE AMOUNT OR TYPE OF FEES, SURCHARGES, APPLICABLE TAXES, BILLING METHODS, OR ANY CHANGE TO THE FEES, APPLICABLE TAXES, SURCHARGES OR BILLING METHODS FOR THE PRODUCT AND/OR ANY CONTENT OR CREDITS THEREON, IF ANY.

11. RULES OF CONDUCT

You may be found to have violated these Terms if, as determined by BALANCED in its sole discretion, you:

- Harass, threaten, embarrass, spam, or do anything else to another player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.
- Organize, effectuate or participate in any activity, group, guild that is harmful, abusive, hateful, racially, ethnically, religiously or otherwise offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or in a reasonable person's view, objectionable and/or inappropriate. Hate speech is not tolerated.
- Use abusive, offensive, or defamatory screen names and/or personas.
- Engage in disruptive behavior. Disruptive behavior includes but is not limited to conduct which interferes with the normal flow of gameplay.
- Impersonate another person (including celebrities), indicate falsely that you are a BALANCED employee or a representative of BALANCED, or attempt to mislead users by indicating that you represent BALANCED or any of BALANCED's partners or affiliates.
- Attempt to get account information or other private information from anyone else on a Product.
- Promote, encourage, or take part in any activity involving hacking, cracking, phishing, taking advantage of exploits or cheats and/or distribution of counterfeit software and/or virtual currency/items.
- Upload files that contain a virus, worm, spyware, time bombs, corrupted data or other computer programs that may damage, interfere with, or disrupt the Product.

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- Post messages for any purpose other than personal communication, including advertising or promotional messaging, chain letters, pyramid schemes, or other commercial activities.
- Improperly use in-game support or complaint buttons or make false reports to BALANCED staff.
- Use or distribute unauthorized "auto" software programs, "macro" software programs or other "cheat utility" software program or applications.
- Use any game hacking/altering/cheating software or tools.
- Modify or attempt to modify any file or any other part of the Product that BALANCED does not specifically authorize you to modify.
- Post or communicate any person's real-world personal information using a Product.
- Attempt to interfere with, hack into or decipher any transmissions to or from the servers for BALANCED.
- Use and communicate exploits and/or cheats.
- Attempt to use a Product on or through any service that is not controlled or authorized by BALANCED. Any such use is at your own risk and may subject you to additional or different terms. BALANCED takes no responsibility for your use of a Product on or through any service that is not controlled by BALANCED.
- Interfere with the ability of others to enjoy using a Product or take actions that interfere with or materially increase the cost to provide a Product for the enjoyment of all its users.
- Unless expressly authorized by BALANCED, you may not sell, buy, trade or otherwise transfer your personal access to a Product, Content or Credits, including by use of auction websites.
- You may not use the Products to conduct any illegal or abusive activities, and BALANCED may report such activities to the appropriate authorities when required by law.
- Post or transmit unsolicited advertising, promotional materials or other forms of solicitation in-game or in any forums.
- Abuse or exploit bugs, undocumented features, design errors or problems in the game.
- "Role-playing" is not an excuse for violating this or any other policy.

You must also obey all federal, state, and local laws, regulations and rules that apply to your activities when you use the Product. BALANCED reserves the right to terminate your access and to prevent your use of a Product if you use your access to such Product to engage in illegal activity or to violate these Terms.

If you encounter another user who is violating any of the rules of conduct set forth in these Terms, please report this activity to BALANCED at contact@bmt.world.

12. EXPORT CONTROL

BALANCED, its Products, Content (including Problem Data) may be subject to United States export controls, and export controls of other jurisdictions. By downloading the Product, you warrant that you are not located in any country, or exporting the Product or Content to any person or place, to which the United States, the European Union, or any other jurisdiction has embargoed goods.

You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or Product subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to a Product any content, data, or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. The assurances and commitments in this Section 12 shall survive termination of these Terms.

13. LIMITATIONS ON WARRANTY AND LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF THE PRODUCT AND ANY CONTENT AVAILABLE THROUGH A PRODUCT OR MADE AVAILABLE BY BALANCED IS AT YOUR SOLE RISK. THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR OTHER STATUTORY CONSUMER RIGHTS ARE LEGALLY INCAPABLE OF EXCLUSION OR LIMITATION. SUBJECT TO ANY SUCH STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY, NO WARRANTY IS GIVEN ABOUT THE QUALITY, FUNCTIONALITY, AVAILABILITY OR PERFORMANCE OF A PRODUCT. BALANCED DOES NOT ASSUME LIABILITY FOR INABILITY TO OBTAIN OR USE A PRODUCT, CONTENT, CREDITS, GOODS OR SERVICES. BALANCED PROVIDES ITS PRODUCTS ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE ITS PRODUCTS AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT BALANCED WILL HAVE ADEQUATE CAPACITY FOR ITS PRODUCTS AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH BALANCED OR ITS LICENSORS ARISING OUT OF OR RELATING TO ANY PRODUCT IS TO STOP USING THE PRODUCT, AND TO CANCEL OR REMOVE YOUR ACCESS TO THE PRODUCT. YOU ACKNOWLEDGE AND AGREE THAT BALANCED, ITS LICENSORS, LICENSEES AND AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON ANY PRODUCT OR USE OF SUCH PRODUCTS. IN NO CASE SHALL BALANCED'S OR ITS LICENSORS', LICENSEES', AFFILIATES', EMPLOYEES', OFFICERS', OR DIRECTORS' (COLLECTIVELY, "*COMPANY AFFILIATES*") LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO BALANCED FOR THE PRODUCT, IF ANY. IN NO CASE SHALL BALANCED, ITS LICENSORS OR COMPANY AFFILIATES BE LIABLE FOR PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE PRODUCT OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE PRODUCT. WHILE BALANCED USES COMMERCIALY REASONABLE MEANS TO PROTECT YOUR PERSONAL INFORMATION, BALANCED AND ITS LICENSORS ASSUME NO LIABILITY FOR LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR USING THE PRODUCT AND CONTENT TO YOUR COMPUTER AND/OR DEVICE.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BALANCED'S, BALANCED'S LICENSORS' AND COMPANY AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. SUBJECT TO ANY STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY, BALANCED DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED THROUGH BALANCED'S PRODUCTS AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS.

Any time you download a program you are taking a chance – the program might have dangerous errors, or the download server might have been hacked. BALANCED has made commercially reasonable efforts to provide security and minimize risks, but shall not be held responsible for any hazards or damage caused by third-party acts, third-party devices or hardware, third-party services, or any other interference, object, or process developed or provided by a third-party. Please be vigilant about your own security and make use of security settings you may deem appropriate. Please note, however, that use of certain security settings may impact your ability to use the Product.

14. INDEMNIFICATION

Upon BALANCED'S and/or its licensors' request, you agree to defend, indemnify and hold harmless BALANCED, its licensors and Company Affiliates from all liabilities, claims and expenses, including attorneys' fees, that arise from or relate to a breach of these Terms for which you are responsible, or in connection with your distribution, posting, or publishing of any Content on or through a Product. Without limiting the generality of the foregoing, you agree to indemnify and hold BALANCED and its licensors and Company Affiliates harmless for any improper or illegal use of your access to the Product, including the illegal or improper use of such access by someone to whom you have given permission to use your computer or device. You agree that you will be personally responsible for your use of the Product and for all of your communication and activity on the Product, and that you will indemnify and hold harmless BALANCED, BALANCED's licensors and Company Affiliates from any liability or damages arising from your conduct on a Product.

BALANCED and its licensors reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to BALANCED and/or its licensors in that matter. This Section 14 shall survive termination of these Terms.

14. MISCELLANEOUS

a. Entire Agreement. These Terms and any posted rules or instructions regarding the Product or a particular activity in connection with the Product constitute the entire agreement between you and BALANCED relating to your rights and obligations in the use of the Product. If there is any conflict between these Terms and any other rules or instructions posted on the Product, BALANCED shall resolve the conflict in its sole discretion.

b. Remedies. You agree that these Terms are not intended to confer and does not confer any rights or remedies upon any person other than the parties to the Terms. You also understand and agree that these Terms, including BALANCED's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon any person.

c. Severability. If any part of these Terms is held invalid or unenforceable, that portion shall be interpreted in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of BALANCED, and the remaining portions shall remain in full force and effect.

d. Amendment; Waiver. The failure of BALANCED to exercise or enforce any right or provision of these Terms will not constitute waiver of such right or provision. Any amendment, modification, or waiver of any provision of these Terms will be effective only if in a writing signed by BALANCED.

e. Governing Law. The laws of the State of Texas, excluding its conflicts-of-law rules, govern these Terms and your use of a Product, and you expressly agree that exclusive jurisdiction for any claim or dispute with BALANCED arising out of or relating in any way to your use of a Product resides in the federal and state courts within Dallas County, Texas. As noted herein, your conduct may also be subject to other local, state, national, and international laws.

f. Dispute Resolution. Any dispute or claim relating in any way to these Terms or your use of any Product will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Action and federal arbitration law apply to these Terms. There is no judge or jury in arbitration, and a court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms herein as a court would.

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To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org.

You and BALANCED agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than arbitration, you and BALANCED each waive the right to jury trial. You and BALANCED also agree that either party may bring suit in court to enjoin infringement or other misuses of intellectual property rights.

Bookmark <http://hewmen.com/tos.pdf> and visit this site regularly for updates to these Terms.