# Plomics Inc., Terms of Use

Carefully read these terms of use before using the services offered by Plomics Inc. This agreement sets for the legally binding terms and conditions for your use of the services provided by Plomics Inc. at <a href="https://www.Refbin.com">www.Refbin.com</a>. By using the service you agree to be bound by this agreement. If you do not agree to all of the terms and conditions of this agreement, you have no right to use the service.

### Representations by organizations:

If you agree to these terms on behalf of an academic institution, organization or business (collectively termed Organization here in this Terms of Use), you warrant that you have authority to represent that Organization to this agreement

You also agree that any individual or other Organization that you provide access to the service be made aware of the terms of this agreement and will be bound by these terms.

## Acceptance of Terms:

The services provided are subject to acceptance without modification all of the terms and conditions of this agreement which includes Plomics Inc. privacy policy

You represent and warrant that you are of legal age to form a binding contract and that all information you provide is accurate and truthful. Plomics Inc. may, in its sole discretion, refuse to offer the service to any person or entity and change its eligibility criteria at any time.

### Modification of Terms of Use:

Company reserves the right to modify any of the Terms of Use, or change, suspend, or discontinue the service at any time. You are responsible for reviewing any modifications of the service. Your continued use of the service after Plomics Inc. posts changes to the Terms of Use will be considered acceptance of those changes. Plomics Inc. may also impose limits on certain services or restrict access to some or all of the service without notice or liability.

#### Rules and Conduct:

You agree not to use the service for any purpose that is prohibited by the Terms of Use. You are responsible for all of your activity related to the service.

You shall not take any action, or transfer any data of any kind through the service, that:

- violates any copyrights or violates any law
- as determined by Plomics Inc., undertake activity that creates an unreasonably large load on Plomics Inc. service

The service provided by Plomics Inc. at www.Refbin.com are protected by copyright laws. You agree to not access or derive source code or core ideas of any part of the service provided by Plomics Inc.

You agree to abide by all applicable regional, national and international laws and regulations.

Plomics Inc. does not guarantee that any files or content will be continuously available through the service. Plomics Inc. has the right to discontinue service for allegations of misuse or for no reason at all.

### Registration:

Plomics Inc. reserves the right to refuse registration at its own discretion. You are entirely responsible for activity that occurs within your account including confidentiality of your password.

#### Termination:

Plomics Inc. may terminate your account at any time, with or without cause and with or without notice. This may result in the destruction of all content within your account. If you want to close your account, this may be done following instructions at www.Refbin.com. All payments to Plomics Inc. are non-refundable.

## Warranty Disclaimer:

Plomics Inc. provides this service without warranty of any kind. Nonwarranty includes security of service and availability of service at any time or location. Electronic Communications Privacy Act Notice (18 U.S.C. §§ 2701-2711): Plomics Inc. makes no guaranty of confidentiality or privacy of any communication or any information transmitted on the site or any website linked to the site Plomics Inc. will not be liable for the privacy of email addresses, registration and identification information, or any other content stored on Plomics Inc. through www.Refbin.com.

#### Indemnification:

You shall defend, indemnify, and hold harmless Plomics Inc. from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, <a href="www.Refbin.com">www.Refbin.com</a>, service, or content, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Plomics Inc. reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Plomics Inc. in asserting any available defenses.

### Limitation of Liability:

In no event shall Plomics Inc. be liable with respect to the service or this agreement under contract, tort, strict liability, negligence, or any other legal or equitable theory 1) for any amount greater than fees paid by you for the service during one year preceding the claim, 2) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever, 3) for data loss, 4) for any bugs or viruses, 5) for any matter beyond Plomics Inc. reasonable control.

# Fees and Payment:

You agree to pay all fees, as described on <a href="www.Refbin.com">www.Refbin.com</a> site in connection with any services selected by you. Plomics Inc. reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the site. Your use of the services following

such notification constitutes your acceptance of any new or increased charges. Any fees paid are non-refundable.

# Dispute Resolution:

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Plomics Inc. agree that any cause of action arising related to the Service must begin within one year after the cause of action arose; otherwise, such cause of action is permanently barred.

This agreement shall be governed in accordance with the laws of the state of Vermont, excluding its conflicts of law rules, and the United States of America.

## Integration and Severability:

The Terms of Use are the entire agreement between you and Plomics Inc. with respect to the use of the service through <a href="www.Refbin.com">www.Refbin.com</a> and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the same. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

You may contact Plomics Inc. at:

info@refbin.com

Or

Plomics Inc.

76 Rivervale Rd

Shelburne, VT

04582

Effective Date: May 1, 2016