

Telemarketers Save Thanksgiving Terms of Use

Last updated: 11.17.2018

These terms and conditions (the "Terms") constitute a legal and binding agreement between Nobias ("We," "Us," "Our") and the users ("You," "Your") that use any part of the website and services located at telemarketerssavethanksgiving.com (the "Website").

IMPORTANT NOTICE: You understand and acknowledge that your continued use of the Website constitutes your expressed acceptance of and agreement to be bound by these Terms. If you do not accept the Terms in their entirety you must not use or access the Website.

Description of the Website and Services. The Website is a platform allowing its users to send one of a selection of audio messages by phone call to a user-input phone number, created for the specific purpose of dispelling familial arguments via the distraction of a ringing phone.

General Responsibilities. You are entirely responsible for the use of the Website and, to such purpose, you agree not to use, encourage, promote, facilitate, instruct (or induce others to do the foregoing) on the Website any activity that violates any Laws, or for any other illegal, fraudulent, harmful, or offensive purpose.

Examples of prohibited uses of the Website include, without limitation:

- a. using the Website to defraud, cause harm, wrongly obtain anything of value, annoy, abuse, threaten, harass, or make repeated telephone calls to another person;
- b. using the Website to call emergency lines, health care facilities, government agencies, employees or officials, law enforcement, schools, numbers assigned to radio common carrier services, or any service for which the called party is charged for the call, unless the call is made with the prior express consent of the called party;
- c. uploading viruses or malicious codes, or take any other action on the Website that could in anyway compromise any functionality thereof;
- d. facilitating or encouraging any violations of these Terms.

For the avoidance of any doubt, you are the sole initiator of any calls made through the Website.

Age limit. By using the Website, You represent and warrant that You are 18 (eighteen) years old or older. You cannot use the Website to place calls to any person who is under 18 (eighteen) years of age.

DISCLAIMER OF WARRANTY. THE WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS, WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST

EXTENT PERMITTED OR AUTHORIZED BY LAWS AND WITHOUT LIMITATION OF THE FOREGOING, WE DO NOT WARRANT:

- a. THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS;
- b. THAT THE IDENTITY, TELEPHONE NUMBER, OR OTHER PERSONAL INFORMATION FOR THE INITIATING CALLER WILL ALWAYS REMAIN HIDDEN FROM THE INTENDED RECIPIENT, SO THAT YOU WILL NOT NECESSARILY ALWAYS REMAIN ANONYMOUS;
- c. THAT THE USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE;
- d. THAT ANY DEFECT WILL BE CORRECTED;
- e. THAT THE USE OF THE WEBSITE OR ANY INFORMATION MADE AVAILABLE AS PART THEREOF WILL BE CORRECT, ACCURATE, TIMELY OR OTHERWISE RELIABLE;
- f. THAT THE WEBSITE WILL BE SUPPORTED ON ALL WEB BROWSERS OR MOBILE OPERATING SYSTEMS.

Indemnification. You shall indemnify and hold Nobias harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) arose by any claim made by any third party (including, without limitation, any agency, public administrations, entities, etc.) against Nobias in connection with any of your:

- a. violation or breach of any term of these Terms; or
- b. violation of any applicable Laws, whether or not referenced herein; or
- c. violation of any rights of any third-party; or
- d. use or misuse of the Website.

DISCLAIMER OF LIABILITY. TO THE FULLEST EXTENT PERMITTED OR AUTHORIZED BY THE APPLICABLE LAWS, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA OR PROFITS, BUSINESS INTERRUPTION, ETC.) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE WEBSITE, EVEN IF WE ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Severability. Should any part of these Terms be declared illegal or unenforceable, the remaining portion will remain in full force and effects.