

Below are our detailed terms and conditions that you must read and accept before using CollectMe.com (hereafter, the “Website”) and the extensive databases of records and other services provided by the Website (hereafter, the “Services”).

These Terms and Conditions apply to users visiting or registering on or after August 1, 2019.

1. Overview

By accessing the Website, you agree to the following terms and conditions (the “Terms and Conditions” or “Agreement”). You are legally bound by this Agreement, which is between you and CollectMe.com Operations Inc. The Agreement defines your rights and responsibilities as a user (“User”) of the Website, which are operated by CollectMe.com Operations Inc. or its subsidiaries (together, and with their parent corporations, other subsidiaries and affiliates, “CollectMe,” “we,” or “us”). The Website are operated in the United States of America. Access to the Website is governed by these Terms and Conditions under the laws of the State of Nevada and the United States. Registration as a User on the any of the Website results in your information being stored and processed in the United States, and you specifically consent to CollectMe’s storage and processing of the personal data you submit. You may access your information at any time to confirm its correctness and to keep it current in connection with your registration or subscription. Users of the Website can communicate with other Users in order to collaborate and exchange historical information and/or images (together with the Users of the Website and other Website and platforms owned by CollectMe or its affiliate companies, including, but not limited to, CollectMe.com, CollectMe.com.au, CollectMe.ca, CollectMe.co.uk., CollectMe.org, the “CollectMe Community”).

The Website and Services provided herein are intended for adults. When a minor uses the Website, the parent or guardian of that minor will be held responsible for the minor’s actions.

These Terms and Conditions, together with the [Privacy Policy](#) and any other legal notices or terms published by CollectMe on any of the Website that you use, shall constitute the entire agreement between you and CollectMe concerning the Website. If you don't agree with any of these terms, you must not use the Website.

2. Your Use of the Website

The Website contain text, software, scripts, graphics, information, data, pictures, sounds, music, videos, interactive features, user generated information, editorial and other content accessible by Users (the "Content"). All Content is owned, licensed to and/or copyrighted by CollectMe and may be used only in accordance with this Agreement. Each Website is also protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. The trademarks, service marks and logos contained in the Website are owned by or licensed to CollectMe. CollectMe and its licensors retain title, ownership and all other rights and interests in and to all information and Content on the Website. All Content on the Website, whether protected by copyright, contract rights, or both, is provided to you AS IS for your information and use only as permitted through the functionality of the Website. We attempt to ensure that all Content on the Website is complete and accurate. Despite our efforts, the Content may occasionally be inaccurate or incomplete and we make no representation that the Content on the Website is complete, accurate, reliable or error-free.

You may access the Website and use the Content only for personal or professional family history research, and download Content only as search results relevant to that research. For example, the download of the whole or material parts of any work or database is prohibited. Resale of a work or database or portion thereof is prohibited. Online or other republication of Content is prohibited except as unique data elements that are part of a unique family history or genealogy. The licenses granted by CollectMe terminate if you do not comply with this Agreement. Violation of

this limited use license may result in immediate termination of your membership and may result in legal action against you.

The Content may be downloaded onto your computer or device through the use of authorized CollectMe software. When downloaded, the Content remains subject to the limited use license contained in this Agreement. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You may use the software provided on the Website only while online and may not download, copy, reuse or distribute that software, except where it is clearly stated that such software is made available for offline use. Bots, crawlers, spiders, data miners, scraping and any other automatic access tool are expressly prohibited. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or Services or the Content therein.

CollectMe does not claim an exclusive right to images already in the public domain that it has converted into a digital format. However, the Website contain images or documents that are protected by copyrights or that, even if in the public domain, are subject to restrictions on reuse. By agreeing to these Terms and Conditions, you agree to not reuse these images or documents except that you may reuse public domain images so long as you only use small portions of the images or documents for personal use. If you republish public domain images, you agree to credit the relevant CollectMe Website as the source of the digital image, unless additional specific restrictions apply. If you wish to republish more than a small portion of the images or documents from any of the Website, you agree to obtain prior written permission from us.

By using any of the Website, you agree to comply with all applicable laws and refrain from infringing any third-party rights or interests (for example, privacy and intellectual property rights). You must also agree that you will not knowingly or willfully submit inaccurate, defamatory or offensive Content to the Website. In addition, the following policies are part of this Agreement and must be followed anytime you access the Website:

A. Rules of Conduct

B. Community Guidelines

CollectMe reserves the right to change these policies from time to time and the changes take effect when we post them on the Website.

3. User Provided Content

Portions of the Website allow you and other Users to contribute material to be displayed on the Website or shared with other Users ("User Provided Content"). For User Provided Content, CollectMe is merely hosting and providing access as well as providing tools to post and share content. We cannot accept any liability with regard to such material (including with respect to its accuracy). While we cannot preview or monitor the User Provided Content, we may apply, at our discretion, automated filtering tools monitor and/or delete any content that CollectMe believes to be in violation of this Agreement (for example, we could use automated tools to suppress obscene content). We reserve the right, but do not have the obligation, to act expeditiously to remove or disable access to any User Provided Content that we believe violates this Agreement. We are also sensitive to the copyright and other intellectual property rights of others. For complaints regarding copyright infringement or illegal content, click [here](#).

The decision to upload information to or share information on the Website is your responsibility and you should only submit or share content that belongs to you and that will not violate the rights of others. Be aware that content belongs to the creator of that content and you should not reproduce or submit anything without permission of the owner. By submitting content to any of the Website, you represent that you have the right to do so or that you have obtained any necessary third party consents (e.g., under privacy or intellectual property laws). If you submit material to any of the Website on behalf of a group, organization or business entity, you represent that you have the right to do so and that you have obtained any consents from the group, organization or business. Upon our request you agree to furnish CollectMe with any documentation,

substantiation and releases necessary and reasonably required to verify and substantiate your compliance with this provision.

By submitting User Provided Content on any of the Website, you grant CollectMe a perpetual, royalty-free, world-wide, transferable license to publish, display, host, sublicense, distribute, and otherwise use your submission to the extent and in the form or context we deem appropriate on or through any media or medium and with any technology or devices now known or hereafter developed or discovered. You hereby release CollectMe from any and all claims, liens, demands, actions or suits in connection with the User Provided Content you submit, including, without limitation, any and all liability for any use or nonuse of your User Provided Content, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss. This license continues even if you stop using the Website or the Services. CollectMe may scan, image and/or create an index from the User Provided Content you submit. In this situation, you grant CollectMe a license to the User Provided Content as described above and CollectMe will own the digital version of documents created by CollectMe as well as any indexed information that CollectMe creates. Except for the rights granted in this Agreement, CollectMe acquires no title or ownership rights in or to any content you submit and nothing in this Agreement conveys any ownership rights in the content you submit on the Website.

You acknowledge and agree that CollectMe may preserve any User Provided Content and may disclose any User Provided Content (including its origin) if CollectMe believes that it is required to do so by law or that such preservation or disclosure is reasonably necessary to: (a) comply with legal process or governmental requests; (b) enforce the Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or safety of the Website, the Users, or the public.

4. Subscription Terms, Fees and Payments

Users of the Website may be unregistered visitors, registered guests, paying subscribers or Users that pay per time they view a record. The different payment options and services offered for the different levels will be published on the relevant Website or at the time a subscription or other service is offered or renewed. Any terms and conditions applying to such subscriptions or other services are incorporated into this Agreement.

Terms for Subscriptions. You must be 18 years or older to use or subscribe to any of the Website. You must provide CollectMe with accurate, complete, and up-to-date registration information. Failure to do so will constitute a breach of this Agreement. As part of the registration process, you will be assigned a username and you will select a password. You understand that you may not (i) select or use a name of another person with the intent to impersonate that person; (ii) use the rights of any person without authorization; or (iii) use a name that we, in our sole discretion, deem inappropriate. You are responsible for all usage or activity on CollectMe via your account, and you must keep your account password secure. Distribution of your password to others for access to CollectMe is expressly prohibited. You will never be required to reveal your password to any representative or agent of CollectMe, its owners or agents. You must immediately notify us by the contact information [below](#) , of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or billing information. All subscriptions are automatically renewing with the exception of gift subscriptions and pay-per view (where applicable). This means that once you sign up for a free trial or become a subscribing member, your subscription will be automatically renewed and your billing method will be charged based on the subscription program (semiannually, quarterly, monthly, etc.) you have chosen unless you opt out or cancel by following the instructions in this Agreement. Billing charges will be processed immediately when your order is taken and according to the billing details displayed when you choose a subscription, as well as when your subscription is automatically renewed. In the case of subscriptions longer

than one month, you will be notified via email before your subscription ends and asked to correct any information which has changed and reminded of the opportunity to “opt out” of your renewal. The renewal of the subscription takes place subject to the terms and conditions in force on the date of renewal. When other offers, promotions or free trials are made available, the specific terms and conditions that apply to each will be stated at the time of purchase; please ensure you have noted any relevant rules, cancellation dates or price changes when a promotion or free trial ends.

Opting Out of Renewal. You may opt out of renewing your subscription by phone or email via the contact information below or logging into your Account page on the Website you have subscribed to at least two business days before the renewal date and following the cancellation instructions there. If you do not let us know that you want to terminate your subscription at least two business days prior to the end of the current subscription period, the payment for the renewal period of the subscription will be processed.

Cancellations and Refunds. You may cancel a free trial at any time during the free trial period and incur no charge. Monthly subscriptions and any subscription that is billed on a monthly basis may be cancelled at any time but are not eligible for a refund. For initial purchases of subscriptions longer than one month where the entire subscription amount is billed at one time, you may cancel during the first 30 days and receive a full refund. If such subscription begins with a free trial, the 30 day refund period begins after the free trial ends. If you commit to an Annual Billed Monthly, Semi-Annual Billed monthly or other longer-term subscription that is billed monthly, your cancellation policy will depend on the billing details displayed when you choose such subscription. For all subscriptions longer than one month, you may cancel within seven days of the renewal date and receive a full refund. Please note that for gift subscriptions, the refund time period begins on the date of purchase since no free trial period is available. If you cancel your subscription but are not eligible for a refund, you will retain access to the applicable Website(s) until your

subscription expires. Cancellations may be made by phone or email via the contact information below or by logging into your Account page on the appropriate Website and following the cancellation instructions there. Your cancellation must be received by end of business (5:00 p.m. Mountain Time) on the appropriate day as described above. All refunds will be given to the original credit card on which the purchase was made. Please allow a reasonable time for the refund to reach you or be charged back to your account.

Termination or Suspension of Your Account. If we believe, in our sole discretion, that you are in breach of this Agreement or are acting inconsistently with the letter or spirit of this Agreement, we may limit, suspend or terminate your access to the Website. In such a case, no portion of your subscription payment will be refunded. We also reserve the right to suspend or terminate your access to the Website for any reason, and should we decide to suspend your access for any reason other than a breach by you, we will refund to you any unused portion of your subscription payment, which will be your sole and exclusive remedy upon such suspension or termination.

Prices Subject to Change. Prices may be changed by CollectMe at any time and each renewal of your subscription will be at the price that you were originally charged for that subscription when you subscribed unless otherwise stated or there is a change in your subscription price. CollectMe shall provide you with reasonable notice of any change in prices prior to the effective date of the new pricing by email or other reasonable means such as a notice on the pertinent Website or in usual subscriber communications. If you do not wish to continue with your subscription due to the new prices, you may opt out of renewal or cancel as set forth above.

5. Communications Between CollectMe and You

We will contact you (via the Website, electronic mail, physical mail or otherwise) for the purpose of informing you of changes or additions to the Website or Services, or of any related products and services. You agree

that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You may opt out of commercial advertising and marketing communications at any time by following the unsubscribe instructions included in each communication or by going to your Account page on the relevant Website(s) and changing your preferences. Please see our [Privacy Statement](#) for further information on how we manage and process your personal information.

6. Modifications to this Agreement

CollectMe has the right, at its sole discretion, to modify this Agreement, as well as the Website, Content, and the Services, at any time. Changes will be posted on the pertinent Website(s) and/or sent via email, and by changing the date of last revision on this Agreement. If any portion of this Agreement or any change to the Website, Content, or the Services is unacceptable to you or will cause you to no longer be in compliance with the Agreement, you may cancel your subscription by following the instructions in this Agreement. Continued use of the Website or the Services now or following posted notices of changes to this Agreement means that you have accepted and agree to be bound by the changes.

7. Liability Disclaimer

We make no express warranties or representations as to the quality and accuracy of the Content, the Website or the Services, and we disclaim any implied warranties or representations, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the full extent permissible under applicable law. We offer the Content, the Website and the Services on an "as is" basis and do not accept responsibility for any use of or reliance on the Website, Content or Services, or for any disruptions to or delay in the Services. In addition, we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature,

compatibility, security or fitness for purpose of the Website, Content or Services. CollectMe does not guarantee the adequacy of the Services or Website or compatibility thereof to your computer equipment, mobile devices, and environment and does not warrant that the Website, the Services, their servers, or any emails which may be sent from CollectMe are free of viruses or any other harmful components.

To the fullest extent permissible under applicable law, we limit our liability. In particular, we shall not be liable for any damages that we cause unintentionally and we shall not be liable to you for any actual, incidental, indirect or consequential loss or damage howsoever caused, provided that nothing in this Agreement will be interpreted so as to limit or exclude any liability which may not be excluded or limited by law. For example, we shall not be liable to you for any of the following types of damages, whether in contract, tort (including negligence and strict liability) or otherwise (whether such loss or damage was foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; or (v) loss or corruption of, or damage to, data, systems or programs. Because some states/jurisdictions do not allow exclusions as broad as those stated above or limitations of liability for consequential or incidental damages, the above limitations may, in whole or in part, not apply to you. If you are dissatisfied with any portion of the Website or the Services, or with any clause of these terms, as your sole and exclusive remedy you may discontinue using the Website and the Services. Although we will not be liable for your losses caused by any unauthorized use of your account, you may be liable to others as well as to us if your account is used in violation of the terms and conditions of this Agreement.

You agree to defend, indemnify and hold harmless CollectMe, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website and Services; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without

limitation any copyright, property, or privacy right; or (iv) any claim that your User Provided Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Website and Services.

CollectMe may, from time to time, provide opportunities to Users of the Website to purchase services from third parties. Website of those third parties are subject to terms and conditions different from those found here and it is your responsibility to ensure that you have read and understood them. CollectMe makes no warranty concerning, is not responsible for and does not endorse any third party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third party provider and not from CollectMe.

8. Governing Law; Disputes

By using the Services or the Website, you agree that the Federal Arbitration Act, applicable federal law, and the law of the State of Utah, without regard to its principles on conflicts of laws, will govern these Terms and Conditions, your use of the Website and the Services, and any dispute of any sort that might arise between you and CollectMe.

If a dispute arises between you and CollectMe, our goal is to provide you a neutral and cost effective means of resolving the dispute quickly. To that end, you agree to first contact CollectMe Customer Support by phone or email via the contact information below to describe the problem and seek a resolution. If that does not resolve the issue, then **you and CollectMe agree that any dispute or claim relating to your use of the Services or the Website will be resolved through binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.** In addition, you and CollectMe both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights. If for any reason a claim proceeds in court rather than in arbitration, you and CollectMe each waive any right to a jury trial.

You and CollectMe agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, consolidated, or representative action. Further, unless both you and CollectMe agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the foregoing, this arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. This entire arbitration provision shall survive termination of this Agreement and the termination of your CollectMe membership(s).

To begin an arbitration proceeding, you must send a certified letter requesting arbitration and describing your claim to CollectMe Legal Department, CollectMe Inc., 4444 Westheimer Rd. Unit A554 Houston, TX 77027. The arbitration will be conducted by the American Arbitration Association (AAA) under its [rules](#), including the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Agreement (collectively, "AAA Rules"). The AAA Rules and costs are available online at www.adr.org or by calling the AAA at 1-800-778-7879.

9. Miscellaneous

Promotions. Any sweepstakes, contests, raffles or other promotions (collectively, "Promotions") made available by CollectMe may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our [Privacy Statement](#). If the rules for a Promotion conflict with this Agreement, the Promotion rules will apply.

Assignment. We reserve the right to assign or transfer our rights and obligations under this Agreement. These terms are personal to you and, as a result, you may not, without the written consent of CollectMe, assign

or transfer any of your rights and obligations under this Agreement. There shall be no third-party beneficiaries to this Agreement.

Severability. In the event that any term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of these terms shall remain valid and enforceable. We can replace any term which is not valid and enforceable with a term of similar meaning which is valid and enforceable.

Waiver. Any failure by us to enforce any term of the terms of this Agreement shall not affect our right to require performance at any subsequent time, nor shall the waiver by us of any breach by you of any provisions of these terms be taken to be a waiver of the provision or provisions itself.

Complete Agreement. This Agreement, including any terms, conditions and policies expressly referenced herein, together with the Privacy Statement and any legal notices published on the Website, shall constitute the complete understanding and agreement between you and us, and shall supersede and cancel any prior or contemporaneous understandings and agreements, except as expressly provided otherwise by CollectMe.

10. Contact Us

If you have any questions or comments, or would like to discuss your subscription with our Customer Support staff, please contact us via the following information:

For CollectMe.com, please send an email to info@CollectMe.com.

Correspondence must be sent via postal mail to:

CollectMe Inc.

4444 Westheimer Rd. Unit A554

Houston, TX 77027