

ADMI Terms of Use



Overview:

These Terms of Use govern your use of our service. As used in these Terms of Use, "ADMI service," "our service" or "the service" means the service provided by ADMI for monitoring and adjusting your inventory and service strategy, as well as all content and software associated with our service.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with ADMI (except for matters that may be taken to small claims court).

1. Acceptance of Terms of Use

- a. These Terms of Use, which include our Privacy Policy (https://portal.admiglobal.com/portal/docs/Privacy_Policy.pdf) govern your use of the ADMI service. By using, visiting, or browsing the ADMI service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the ADMI service.
- b. The ADMI service is provided by ADMI, Inc., or one of its affiliated companies. The ADMI company that is providing the service to you (referred to as "ADMI" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the ADMI service.

2. **Changes to Terms of Use.** ADMI may, from time to time, change these Terms of Use, including the Privacy Policy, EULA and Social Terms. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting.

3. **Communication Preferences.** By using the ADMI service, you consent to receiving electronic communications from ADMI relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the ADMI service, or in portal Inbox and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with ADMI. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new ADMI features and content, special offers, promotional announcements and customer surveys via email or other methods. Please review our Privacy Policy (https://portal.admiglobal.com/portal/docs/Privacy_Policy.pdf) for further detail on our marketing communications.

4. Membership, Free Trials, Billing and Cancellation

a. Membership

- i. **Ongoing Membership.** Your ADMI membership, which may start with a free trial, will initiate with a 12 month contract and will continue afterwards as month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the ADMI service. We will bill the monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.
- ii. **Differing Memberships.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with ADMI by visiting our website and clicking on the "Your Account" link. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to

may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Free trials are for specific programs only. ADMI reserves the right, in its absolute discretion, to determine your free trial eligibility.

- ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

c. **Billing**

- i. **Recurring Billing.** By starting your ADMI service and providing or designating a Payment Method, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the ADMI service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.
- ii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you.
- iii. **Billing Cycle.** The service fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month during the first week of the month. Enrollment fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. Your renewal date may change due to changes in your Membership. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.
- iv. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.
- v. **Payment Methods.** You may edit your Payment Method information by contacting us using the information found on our Contact page (<https://admiglobal.com/contact-us>). If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

- vi. **Cancellation.** You may cancel your ADMI service at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH SERVICE PERIODS. To cancel, go to the "Contact Us" page on our website and contact us. If you cancel your membership, your account will automatically close.

5. Intellectual Property

- a. **Copyright.** The ADMI service, including all content provided on the ADMI service, is protected by copyright, trade secret or other intellectual property laws and treaties.
 - b. **Trademarks.** ADMI is a registered trademark of ADMI, Inc.
 - c. **Claims of Copyright Infringement.** Claims of Copyright Infringement. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the ADMI service, please notify us by contacting us via our Contact Us page (<https://admiglobal.com/contact-us>).
6. **Use of Information Submitted.** ADMI is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the ADMI service, including the ADMI website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the ADMI service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against ADMI and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.
7. **Customer Support.** To find more information about our service and its features, or if you need assistance with your account, please visit ADMI (<https://admiglobal.com/contact-us>). In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.