

## XMA TERMS AND CONDITIONS OF USE

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### PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE.

#### 1. ACCEPTANCE; SCOPE

By accessing or using the Site, you are agreeing to be bound by these Terms. You are also agreeing to comply with our Privacy Policy (the "Privacy Policy"), which is incorporated herein by reference. **If you do not agree to any of these Terms, or any of the terms and conditions in the [Privacy Policy](#), you should not access or use the Site in any way and should immediately exit the Site.** If you are entering into these Terms for an entity, such as the company you work for, you represent that you have authority to bind that entity and you agree that "You" as used in these Terms includes both you personally and the entity you represent.

The Site is available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, You are not permitted to use the Site.

#### 2. MODIFICATION

XMA may amend, update or modify these Terms at any time, by posting amended Terms on the Site. If You do not consent to these Terms, as amended, You should not access or use the Site in any way and should immediately exit the Site. By continuing to access or use the Site after those changes become effective, You agree to be bound by the revised Terms.

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## 5. CODE OF CONDUCT

Your use of this website is subject to all applicable local, state, national and international laws and regulations, ("Applicable Laws") and You agree not to violate such laws and regulations. Without limiting the foregoing, You represent that, in connection with Your performance under these Terms, You shall: (a) comply with Applicable Laws relating to anti-bribery and anti-corruption, which may include the US Foreign Corrupt Practices Act of 1977; (b) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("**Export Laws**"), including designating countries, entities and persons ("**Sanctions Targets**").

Any attempt by any person to deliberately damage this website is a violation of criminal and civil laws.

In accessing or using the Site, You agree that You will not:

- A. defame, harass, stalk, threaten or otherwise violate the rights of others, including, without limitation, others' moral, privacy or publicity rights;
- B. impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information;
- C. violate any applicable laws or regulations;
- D. spam, hack into or deface the Site, or transmit any Content that contains any viruses, worms, trojan horses, time bombs defects, or other destructive items;
- E. circumvent, disable or otherwise interfere with security features of the Site;
- F. harm or exploit minors; or
- G. use the Site for any commercial, advertising or solicitation uses or collect any personally identifiable information about others; or

- H. frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of XMA.

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## 6. TERMINATION; ACCOUNT DELETION

XMA may terminate, suspend, or disable Your access and use of the Site (or any part thereof) or delete Your account, for any or no reason. Upon such suspension, termination or disabling, You must immediately (a) discontinue use of the Site, and (b) destroy any copies You have made of any portion of the Content. If XMA deletes Your account for any of the reasons set forth herein, You may not re-register to use the Site. XMA may block Your email address and Internet protocol address to prevent further account registration. Upon termination, all licenses granted by XMA will terminate automatically and immediately. You agree that XMA shall not be liable to You or any third party for any termination, suspension or disabling of Your access to the Site and/or the Services.

## 7. ELECTRONIC REGISTRATION

When You visit the Site or send emails to XMA, You are communicating with XMA electronically; and You consent to receive communications from XMA electronically. XMA will communicate with You by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that XMA provides to You electronically satisfy any legal requirement that such communications be in writing.

## 8. DISCLAIMERS

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#### **9. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, in no event shall XMA be liable for any damages (including, without limitation, direct, indirect, incidental, special, punitive, or consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from (1) the use of or inability to use the Site or the Content, (2) errors, omissions, or inaccuracies of the Content, (3) tangible or intangible property damage or loss of any nature whatsoever resulting from Your access to or use of the Site, (4) any unauthorized access to or use of our servers and/or any and all personal information stored on such servers, (5) any interruption or cessation of transmission to or from the Site, (6) any bugs, viruses, worms, trojan horses, time bombs or the like which may be transmitted to, by or through the Site, or (7) any loss or damage of any kind incurred as a result of Your use of any Content posted, emailed, transmitted, or otherwise made available through the Site, whether based on warranty, contract, tort,

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Without limiting the foregoing, in no event shall XMA be liable for damages incurred by You exceeding U.S. \$1,000 irrespective of fault or negligence. In consideration of Your use of the Site You hereby waive and release XMA from any such claim for damages. Any claims arising in connection with Your use of the Site or any Content must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms are exclusive and You are limited to those remedies expressly provided for in these Terms.

#### **10. GOVERNING LAW; JURISDICTION**

These Terms are made under and shall be governed by the laws of the State of New Hampshire, without regard to its conflict of laws principles. Any action arising out of or relating to these Terms or Your use of the Site must be commenced in the state or federal courts located in the State of New Hampshire, and You consent to the jurisdiction of such courts.

#### **11. GENERAL**

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

These Terms, including the [Privacy Policy](#) and any other legal notices or other policies published by us on the Site, constitute the entire agreement between You and XMA with respect to the Site and Content.

If you have any questions, please contact us via email at [sales@xmacorp.com](mailto:sales@xmacorp.com).