

Website Usage Terms and Conditions and Privacy Policy

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY COMPANY WEBSITE.

- 1 WEBSITE USAGE AGREEMENT AND PRIVACY POLICY:** Users (hereinafter "Client") must be at least 18 years of age. Use of all Company websites and mobile applications (referred to individually or collectively as "websites") are governed by the website usage agreement and privacy policy available at the relevant website. By signing this Agreement and/or using the website, Client agrees to website usage agreement and privacy policy. Company may amend the website usage agreement and privacy policy for any Company website at any time, which amendment shall be effective upon posting. Client agrees to review the website usage agreement and policy regularly. If Client does not agree with any website usage agreement or privacy policy, Client agrees not to use the associated website.
- 2 DISCLAIMERS:** Company does not guarantee website interaction, reliability or availability. Company shall in no way be responsible for any claims arising from site interruptions, errors or unavailability. All Company websites are provided AS-IS. To the maximum extent permitted by applicable law COMPANY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN CONNECTION WITH COMPANY WEBSITES INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT USE OF ANY COMPANY WEBSITE WILL NOT VIOLATE ANY APPLICABLE LAWS, RULES OR REGULATIONS. CLIENT IS RESPONSIBLE FOR CHECKING ALL APPLICABLE LAWS IN ITS JURISDICTION PRIOR TO USING ANY COMPANY WEBSITE INCLUDING, WITHOUT LIMITATION, PRIVACY LAWS. CLIENT USES ALL COMPANY WEBSITES AT ITS OWN RISK AND IS SOLELY RESPONSIBLE FOR SECURING PASSWORDS, ASSIGNING USER RIGHTS AND PROTECTING INFORMATION CONTAINED IN THE SITES. CLIENT AGREES TO ABIDE BY ALL STATE AND FEDERAL LAWS PERTAINING TO PRIVACY AND AGREES TO USE WEBSITES AND INFORMATION IN ACCORDANCE WITH WEBSITE POLICY. CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS FOR ANY AUTHORIZED OR UNAUTHORIZED USE OF SITE BY ITS EMPLOYEES OR OTHERS USING CLIENT'S LOGIN INFORMATION, OR ANY USE IN CONTRAVENTION OF ANY APPLICABLE LAW OR THIS WEBSITE USAGE AGREEMENT.
- 3 YOUR REPRESENTATIONS:** Client represents and warrants that all information supplied by Client (and all persons for whom Client is responsible), for use in any Company website, shall be true and accurate, in compliance with state and federal privacy laws, and that Client has the right to submit such information. Client may not use any Company site to post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or for any other purpose that is unlawful or prohibited by these terms. Company may, at any time and without advance notice or liability, terminate or restrict Client's access to all or any component of Company's site. Client understands and accepts that the Company website may be interrupted, contain errors or be unavailable at times.
- 4 LIMITED WEBSITE LICENSE:** Content and software on Company websites (jointly the "Website Content") is licensed and not sold. All Website Content is owned exclusively by Company and its licensors. Client is hereby granted a limited, non-transferable, non-exclusive license to use the Website Content, solely in connection with its use of Company Offerings in accordance with the terms and conditions of this Agreement. The foregoing license shall terminate immediately and automatically upon (i) termination of this Agreement, or (ii) Client's breach of any term or condition of this Agreement. No Website Content may be copied or used for any purpose other than use of Company Offerings in compliance with this Agreement and any applicable documentation or specifications. In the event a license is terminated for any reason, Client agrees to immediately cease use of all Website Content. Use of the Company Devices is subject to additional licenses, terms and conditions as set forth in the applicable Item Terms.
- 5 LINKS.** This site may provide links or references to other websites. Company has no control over or responsibility for content on third party sites and transactions that occur therein. Such links or references are provided merely as a convenience to users, and Company shall not be liable for any damages or injury arising from content on such third-party websites or transactions occurring therein. The terms and conditions and privacy policies governing this site may differ significantly from the policies of third-party websites. There are risks in using any information, software, or products found on the Internet or in otherwise entering transactions through the Internet. Accordingly, Company cautions you to make certain you understand these risks and any applicable policies of third-party websites before retrieving, using, relying upon, or purchasing anything, or before otherwise transacting, via the Internet.
- 6 LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, CONTENT, PRODUCTS, AND MATERIALS AVAILABLE FROM COMPANY SITES OR THE INTERNET GENERALLY.**

Because some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, some of the above limitations may not apply to you. In such jurisdictions, Company's liability is limited to the greatest extent permitted by law.

7 **REPORTING ABUSE:** If you believe any Company website or any user of a Company website is violating any law, these terms and conditions, or is otherwise acting inappropriately in his or her use of the site, you agree to submit notice to Company. If you are a trademark or copyright owner and believe that content posted on the site infringes upon your rights, you must include the following information in your notice: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the trademark or copyright you believe is being infringed; (b) a description of the alleged infringement; (c) the URL of the location on the site containing the material that you claim is infringing; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the trademark or copyright owner, or authorized to act on the owner's behalf. Company reserves the right to suspend or deny access to any user, or remove any accused content, pending conclusion of its investigation or in response to any reported complaint.

8 **PRIVACY:** Company respects the privacy of personal information, please read our Privacy Policy.