

Website Terms of Use

Introduction

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE (THE "WEBSITE"). THESE WEBSITE TERMS OF USE (THE "TERMS OF USE") GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE. THE WEBSITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU" OR "YOUR") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

1. User Eligibility

The Website 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 Website.

2. Scope of Terms of Use

These Terms of Use govern Your use of the Website and all applications, software and services (collectively, "Services") available via the Website, except to the extent such Services are the subject of a separate agreement.

3. Modifications

We may revise and update these Terms of Use at any time. Your continued usage of the Website after any changes to these Terms of Use will mean You accept those changes. Any aspect of the Website may be changed, supplemented, deleted or updated without notice at our sole discretion.

4. License and Ownership

Any and all intellectual property rights ("Intellectual Property") associated with the Website and its contents (the "Content") are our sole property. The Content is protected by copyright and other laws in both the United States and other countries. Elements of the Website are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the Website are our trademarks, service marks or trade dress ("Marks") and may not be used or interfered with in any manner without our express written consent. Except as otherwise expressly authorized by these Terms of Use, You may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Website in any way

without our prior written permission. Except as expressly provided herein, we do not grant to You any express or implied rights to the Intellectual Property.

We grant You a limited, personal, nontransferable, nonsublicensable, revocable license to access and use only the Website, Content and Services. Except for this limited license, we do not convey any interest in or to the Content, Services or Website by permitting You to access the Website. Except to the extent required by law or as expressly provided herein, none of the Content may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without our prior written consent. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by us.

5. Disclaimer of Warranties

WE MAKE NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE WEBSITE OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK.

THE WEBSITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT PROVIDED ON OR THROUGH THE USE OF THE WEBSITE. NO INFORMATION OBTAINED BY YOU FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY US IN THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

6. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT ARE OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, WE ARE RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL,

INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE WEB SITE, INFORMATION, SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

7. Jurisdiction

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE AND CONTENT SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

8. Governing Law

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the State of New York, U.S.A. excluding New York conflicts of laws principles.

9. Complete Agreement

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND US, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND US WITH RESPECT TO THE USE OF THE WEBSITE AND CONTENT CONTAINED THEREIN, AND SUPERSEDES ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATION AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.