

Terms Of Use

Last updated May 31, 2019

AGREEMENT TO TERMS

These Terms of Use (hereinafter "TOU") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Whiskey Resources, LLC, doing business as Whiskey Systems ("**Whiskey Systems**", "**we**", "**us**", or "**our**"), concerning your access to and use of the whiskeysystems.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site" or the "System"). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN WE WILL NOT GRANT YOU THE RIGHT TO USE OUR SYSTEM.

We may amend and update the TOU from time to time and you will receive a notification via your registered email address as to the updates. You have 14 days to reject the terms of any updated TOU, otherwise, your continued use of the Site shall be deemed an acceptance of the new TOU.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise, except as permitted through the supported API; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

Registration with the Site is required for the Site's use. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

FEES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- ACH

Our service is provided as a month-to-month or yearly subscription (depending on which edition or product you select) for which the respective payment shall be paid prior to each usage period. You agree to be charged monthly (or yearly if applicable) unless you cancel per our cancellation policy. You also agree that any fees accrued from optional services, including extended support, consulting services, or engineering will can be charged to the on-file payment method unless other arrangements are made.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site. Our current Fee Schedule may be viewed at <https://app.whiskeysystems.com/Home/Terms>.

ACCEPTABLE USE

As a user of the System, you agree to use the System in a manner consistent with the following:

1. You may use the System to enter and retrieve production and business data for the distilled spirits plant you represent. Access may be granted to any number of users the distilled spirits plant sees fit, including employees, consultants, contractors, or other personnel as needed for the completion of their job duties.
2. You may use the System to programmatically retrieve data for internal business use so long as you are authorized to retrieve such data, utilize a supported API method, and do not violate any of the prohibited uses below.
3. You may export your data to Microsoft Excel/CSV, PDF, JSON, or printed documents at any time for use externally, with the understanding such access is read-only. Not all formats are available or appropriate for all data, but at least one format shall be supported. These exports belong to you and can be provided to anyone, including competing service providers, however **you agree to never provide a competing service provider or their agent(s) direct access to the System**. A competing service provider is deemed any entity providing production, taxation, or compliance tracking for the distilling industry, as it is defined in this document.
4. You may configure named accounts for any users you authorize, and assign roles and access controls as you see fit. Users may access the system from any location (unless it is unlawful to do so) and on any device capable of accessing the System.
5. You may administer the System using all provided administration and configuration tools in any manner you see fit to meet your business needs.
6. You may submit generated reports or logs to regulatory agencies and keep any copies or backups as you see fit or as required by law.
7. You may explain, demonstrate, or describe the System or a feature of the System to official regulatory bodies and their agents as required. This includes the right to provide access to the System to an official requesting it in order to carry out their duties.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. As a user of the Site, you agree not to:

1. Systematically retrieve data, source code, or other third-party content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us. **This restriction does not apply to data retrieved through the supported API.**
2. Make any unauthorized use of the Site, including collecting usernames and email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that enforce limitations on the use of the Site and/or the Content contained therein.
4. Engage in unauthorized framing of or linking to the Site.
5. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
6. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

7. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
8. Attempt to impersonate another user or person or use the username of another user.
9. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue generating endeavor or commercial enterprise that exploits a service similar to the service we are providing to you.
10. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
11. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
12. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
13. Delete the copyright or other proprietary rights notice from any Content.
14. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
15. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
16. Use the Site in a manner inconsistent with any applicable laws or regulations in your jurisdiction.
17. You may not use, rent, lease, lend, or resell access to the System in any manner not expressly provided in writing.
18. Your rights as to this Site may not be transferred, leased, assigned, or sub-licensed except (i) on prior written notice, for a transfer to a successor in interest of your entire business who assumes the obligations of this License.
19. Only one DSP (distilled spirits plant) for US customers, or one premise (for Canadian and EU customers) may be licensed at a time with the payment of one Fee. Multiple DSPs or premises shall be required to have separate accounts for each DSP or premise.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and internal business use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited non-exclusive non-assignable license (hereinafter "License") to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for purposes of conducting your business operations. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

Nothing in this TOU shall transfer ownership of intellectual property in your data to us. You shall own the intellectual property in the results of any calculations carried out using your data. You grant us a license to use the intellectual property in your data and the results of calculations using your data for the purpose of carrying out our obligations under this TOU.

NON-DISCLOSURE AND NON-COMPETITION

You agree that for a period of three (3) years from the date of termination or expiration of this TOU, you will not develop, create, make, have made, or provide to any third party any components of this Site, SaaS, or

other technical system for commercial exploitation outside your business that could or would compete with Whiskey Resources, LLC Service(s) or Whiskey Resources, LLC Website(s).

You agree to a non-compete restriction that includes creating, marketing, selling, or providing information to a third party for the purpose of creating, marketing, or selling software or spreadsheets for commercial exploitation by third parties other than you that could or would compete with the Site and the services derived therefrom.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are for informational purposes only and you are responsible for verifying or relying on the content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable Third-Party Website. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) your use and access to the Site, including any data you store therein; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size (size limits shall be posted where applicable) or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

DATA POLICY

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

We acknowledge and agree that the information and data you submit to us is your data and that we are merely custodians and a data processor of your data. On reasonable notice, we will provide you with any or all of the data we hold on your behalf. We have in place security measures to prevent the unauthorized access or disclosure of your data.

Whiskey Systems has numerous features in place to provide fault tolerance, data backups, and recovery of data should the need arise. At any time, there are multiple (3) replicas of Whiskey Systems' database running in each physical location to protect against hardware failure or the loss of an entire replica database. We have two physical locations mirroring one another. Point-In-Time data restore is available with an estimated maximum recovery time of 12 hours. In addition to this, Whiskey Systems performs a daily complete database export to a different location to provide another means of recovery.

Even though Whiskey Systems has a great deal of redundancy and capabilities in place for data restoration, it must be remembered that Whiskey Systems is a multi-tenant application—restorations of data will only be performed in case of disaster or system failure. Data restoration is NOT performed on a single account basis so you are urged to take advantage of Whiskey Systems' data export features if you wish to maintain a local copy of your data.

Whiskey Systems uses standard SSL technology to provide a secure and trusted connection between the application server and clients. This is clearly denoted by the "Https" shown in the URL and certificate details are available on most web browsers. All communication to and from Whiskey Systems are secured through this method. We use a 2048 bit key and support TLS 1.2. TLS 1.0 and 1.1 are not supported as they are no longer considered secure.

Whiskey Systems also utilizes a modern web application firewall for all traffic between the internet and application server, and access to database servers is restricted by a dedicated firewall and restricted to specific hosts. Access to the Database is limited to the engineering and support staff at Whiskey Systems as needed to provide support and troubleshooting.

Save in respect of our breach of this contract, failure to comply with our data practices, or our negligence, you agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

DATA RETENTION PERIOD

Whiskey Systems will retain any and all data collected through system interaction so long as you maintain an active subscription. Should a subscription lapse, we may make reasonable efforts to contact you. After a period of 3 years have elapsed (the statute of limitations for TTB records), Whiskey Systems will purge your data from our database(s). We also purge the payment method(s) we have on file, but will maintain receipts of all payments made as well as the email address associated with the payments.

Upon your request, we will purge your data immediately upon cancellation. There is no way to recover data once it has been purged from the System.

EXTERNAL SYSTEM CREDENTIALS

Certain features in Whiskey Systems utilize third party external systems. In these cases, you will need to grant Whiskey Systems access to these systems to utilize the functionality. For example, exporting financial data to Quickbooks Online requires that you grant Whiskey Systems permission to connect to your Quickbooks Online account. In these cases, we implement connectivity in the most secure way possible following the third party's interface (OAuth for example). Any connection tokens are also encrypted on our side, and we provide a simple way to revoke permissions to connected systems.

PRIVACY POLICY

Both parties will comply with their obligations as defined within the Privacy Policy and Cookie Policy at <https://app.whiskeysystems.com/Home/Terms>.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO DENY ACCESS TO AND USE OF THE SITE, AFTER REASONABLE NOTIFICATION (IF POSSIBLE), FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION.

WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, FOR INTENTIONAL AND EGREGIOUS VIOLATIONS OF THE PROHIBITED ACTIVITIES OR NONDISCLOSURE CLAUSES.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

All purchases are non-refundable. You can cancel your subscription at any time by contacting support within 15 days of desired cancellation. Your cancellation will take effect at the end of the current paid term. Your account will be locked at the end of the paid term and you will no longer have access to the system. Data shall be retained in accordance with the Data Retention Period unless you specifically request that it be immediately deleted.

If you are unsatisfied with our services, please email us at support@whiskeyresources.com or call us at 833-825-5297.

REACTIVATION AFTER CANCELLATION

Should you decide to reactivate a previously cancelled account for any reason, you may do so by contacting us. As soon as a monthly subscription is re-established, your original account may be unlocked. Provided it is within the data retention period detailed above, past data will still be available.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times but will use our best endeavors to maintain availability and access to exceed our SLA. We will notify you if there are any planned outages for maintenance of the Site not less than 14 days in advance and we will notify subscribers immediately (whenever possible) if there are any unplanned outages affecting the Site exceeding ten (10) minutes in duration. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site except as set out in the SLA below. Nothing in these Terms

of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

SERVICE LEVEL AGREEMENT (SLA)

We guarantee 99.8% monthly system availability. System availability shall be measured using Azure Application Insights. 5 polling locations (Central, East, North Central, South Central, and West US) shall attempt to connect to <https://app.whiskeysystems.com/account/login> at 5 minute intervals. A response code of 200 shall be considered a success for availability. Total monthly availability is determined by (Total Successes) / (Total Number of Tests) from all test locations within your billing cycle.

You may be eligible for a service credit if the SLA is not met during your billing cycle. You may request the credit by contacting support@whiskeyresources.com if you have reason to believe the SLA has not been met. We will review the applicable history and if our findings show total uptime below 99.9%, shall issue a credit of 25% for your next month's subscription. A maximum of one credit may be claimed per month.

Credits are non-refundable and may only be applied to future service. We reserve the right to review and deny any claim, but will provide evidence along with any adverse decision. Requests without an explanation or lacking details of the observed outage will be denied.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be entirely performed within the State of Florida, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT BY AGREEING TO THIS PROVISION, YOU WILL NOT HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Seminole County, Florida. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Seminole County, Florida, and you hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum nonconveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the

International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties specifically and you agree to waive your right to participate in a class action lawsuit. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY

TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRDPARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ACTUAL PAYMENTS YOU MADE TO US FOR A MAXIMUM OF 6 MONTHS. CERTAIN LOCALES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your unauthorized use of the Site; (2) your breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act by you toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused

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CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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