

## TERMS OF USE

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By accessing this Website, you agree to be bound by the Terms of Use set forth herein. If there is anything you do not understand, please email any inquiry to [Customerrelations@mergent.com](mailto:Customerrelations@mergent.com). If at any time you do not agree to these Terms of Use, please do not use this Website.

YOU SHALL NOT USE THE WEBSITE FOR ANY ILLEGAL PURPOSES, AND YOU WILL USE IT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU SHALL NOT USE THE WEBSITE IN A WAY THAT MAY CAUSE THE WEBSITE TO BE INTERRUPTED, DAMAGED, RENDERED LESS EFFICIENT OR SUCH THAT THE EFFECTIVENESS OR FUNCTIONALITY OF THE WEBSITE IS IN ANY WAY IMPAIRED. YOU AGREE NOT TO ATTEMPT ANY UNAUTHORIZED ACCESS TO ANY PART OR COMPONENT OF THE WEBSITE.

### **1. Intellectual Property Ownership and Use**

- 1.1** You acknowledge and agree that the Marks, copyrights and any and all other intellectual property rights in all material or content contained within this Website shall remain at all times vested in us or, in the cases where we are using such material or content under authority from a third party, in the owner of such material or content.
- 1.2** We grant you the limited right to access and make use of the Website as our User. However, you shall not: a) reproduce, duplicate, copy, sell or otherwise exploit the Website or any image, page layout, page design, trade dress, trademark, logo or other content (“Site Content”) for any commercial purpose; b) use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Site Content; c) use any meta tags, search terms, key terms, or the like that contain the Website’s name or our Marks; d) engage in any activity that interferes with the Website or another user’s ability to use the Website; e) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website and the goods or services offered on the Website; or f) assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.

**1.3** You shall not use, copy, distribute, or exploit any of the Marks or Site Content in any manner without our prior written permission.

**1.4** All Site Content and all materials and content contained within the Website, including but not limited to the text, graphics, logos, button icons, images, audio clips, video clips, articles, posts and data compilations appearing on the Website, are owned by us, or used by us under authorization, and are protected by U.S. and foreign trademark and copyright laws. No portion of the materials or content on these pages may be reprinted or republished in any form without our express written permission.

## **2. Infringement Notice**

**2.1** We respect the intellectual property rights of others and require that our users do the same. If you believe your work has been copied in a manner that constitutes copyright infringement, or you believe your rights are otherwise infringed or violated by anything on the Website, please notify us by sending an email to the following address:  
Customerrelations@mergent.com.

**2.2** In order for us to more effectively assist you, the notification must include all of the following:

- a.** A physical or electronic signature of the owner of the right claimed to be infringed or the person authorized to act on the owner's behalf;
- b.** A description of the copyrighted work or other right you claim has been infringed or violated;
- c.** Information reasonably sufficient to locate the material in question on the Website;
- d.** Your name, address, telephone number, e-mail address and all other information reasonably sufficient to permit us to contact you;
- e.** A statement by you that you have a good faith belief that the disputed use is not authorized by the rightful owner, its agent or the law; 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 owner of the right claimed to be infringed or violated or are authorized to act on behalf of the owner.

## **3. Errors and Inaccuracies**

We strive to provide complete, accurate, up-to-date information on the Website. Unfortunately, despite those efforts, human or technological errors may occur. The Website may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information at any time without prior notice.

## **4. Changes to Website or These Terms of Use**

**4.1** Other than as may be required by law, we reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you, and

you confirm that we shall not be liable to you or any third party for any modification to withdraw or withdrawal of the Website or any portion of it.

**4.2** We may alter these Terms of Use from time to time, and your use of the Website (or any part of the Website) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. **If you do not agree to any change to the Terms of Use, then you must immediately stop using the Website.**

**4.3** The Website is subject to constant change. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

## **5. External Sites and Resources**

We are not responsible for the availability of any websites owned or controlled by third-parties. We do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such third-party external sites or resources.

## **6. Online Services**

**6.1** You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password, regardless of whether such use is authorized by you or not.

**6.2** This Website is meant for users 18 years old and over.

## **7. Downloading Files**

We cannot and do not guarantee or warrant that files available for downloading through the Website will be free of infection by software viruses or other harmful computer code, files or programs.

## **8. Disclaimers**

**8.1** WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE ACCURACY OF ANY INFORMATION ON THE WEBSITE. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY,

SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

**8.2** WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR ARE FULLY FUNCTIONAL, ACCURATE, OR RELIABLE.

**8.3** AS SET FORTH IN THE WEBSITE PRIVACY POLICY, YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE, AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR, THE SECURITY OR PRIVACY OF THE WEBSITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE WEBSITE BY YOU.

## **9. Limitations on Liability**

YOU WAIVE AND SHALL NOT ASSERT ANY CLAIMS OR ALLEGATIONS OF ANY NATURE WHATSOEVER AGAINST MERGENT, ITS AFFILIATES OR SUBSIDIARIES, THEIR SPONSORS, CONTRACTORS, ADVERTISERS, VENDORS OR OTHER PARTNERS, ANY OF THEIR SUCCESSORS OR ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") ARISING OUT OF OR IN ANY WAY RELATING TO YOUR USE OF THE SITE OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OR ALLEGATIONS RELATING TO THE ALLEGED INFRINGEMENT OF PROPRIETARY RIGHTS, ALLEGED INACCURACY OF CONTENT, OR ALLEGATIONS THAT ANY RELEASED PARTY HAS OR SHOULD INDEMNIFY, DEFEND OR HOLD HARMLESS YOU OR ANY THIRD-PARTY FROM ANY CLAIM OR ALLEGATION ARISING FROM YOUR USE OR OTHER EXPLOITATION OF THE SITE. YOU USE THE SITE AT YOUR OWN RISK. IN NO EVENT SHALL MERGENT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEBSITE, EVEN IF MERGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MERGENT'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$100.

## **10. Indemnification**

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF ANY USER CONTENT YOU POST TO THE WEBSITE AND ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES OR THESE TERMS OF USE BY YOU OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THE WEBSITE, OR THE USE BY ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR COMPUTER OR INTERNET ACCESS ACCOUNT.

## **11. U.S. Export Controls**

Software from the Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Sudan, Libya, North Korea, Iran, Syria, or any other Country to which the United States has embargoed goods; or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

## **12. Investigations of Violations of These Terms**

We may investigate any reported violation of these Terms of Use and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, removing posted content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

## **13. Password Security**

The Website contains or may contain an opportunity to register. If you register to become a member of the Site, you are responsible for maintaining the confidentiality of your user name and password information, and for restricting access to your account. You agree to accept responsibility for all activities that occur under your user name and password.

## **14. Notice for California Users**

Under California Civil Code Section 1789.3, California Website users are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **15. Mandatory Arbitration of Disputes.**

These Terms provide that all disputes between you and us will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. You agree that any dispute arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement or concerning the performance or obligations of Mergent or you, shall be resolved by mandatory and binding arbitration submitted to JAMS in accordance with its Commercial Arbitration Rules at the request of either Mergent or you pursuant to the following conditions:

- a.** Place of Arbitration Hearings. Unless you elect to conduct the arbitration by telephone, written submission or an in-person hearing in or near your hometown, arbitration will be conducted at a hearing held in the JAMS facility nearest to Mergent's primary location.

- b.** Selection of Arbitrator shall be made pursuant to JAMS' Streamlined Arbitration Rules & Procedures or JAMS' Comprehensive Arbitration Rules & Procedures, depending on the amount of the claim as specified herein.
- c.** Conduct of Arbitration. For any claim at or below \$2,000.00, the arbitration shall be conducted by a single arbitrator under JAMS' Streamlined Arbitration Rules & Procedures. For claims exceeding this amount, the arbitration shall be conducted under JAMS' Comprehensive Arbitration Rules & Procedures Subject to the applicable JAMS procedure, the arbitrator(s) shall allow reasonable discovery in the forms permitted by the Federal Rules of Civil Procedure, to the extent consistent with the purpose of the arbitration. The arbitrator(s) shall have no power or authority to amend or disregard any provision of this section 15 or any other provision of this Agreement, except as necessary to comply with JAMS' Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitration hearing shall be commenced promptly and conducted expeditiously, with each of you and Mergent being allocated one-half of the time for the presentation of its case. Unless otherwise agreed by the parties, an arbitration hearing shall be conducted on consecutive days.
- d.** Findings and Conclusions. The arbitrator(s) shall, after reaching judgment and award, prepare and distribute to the parties written findings of fact and conclusions of law relevant to such judgment and award and containing an opinion setting forth the reasons for the giving or denial of any award. The award of the arbitrator(s) shall be final and binding on the parties, and judgment thereon may be entered in a court of competent jurisdiction.
- e.** Costs and Fees. You will be subject to a \$250 filing fee to initiate an arbitration. To the extent permitted by JAMS procedures, each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Mergent will be responsible for its share of costs, expenses and fees plus any costs, expenses and fees required of it under JAMS procedures. Except where prohibited by law, the prevailing party shall be entitled to an award of reasonable attorney fees.

- f.** Litigation. The Federal Arbitration Act and federal arbitration law apply to this Agreement. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
- g.** The Federal Arbitration Act and federal arbitration law apply to these Terms of Use.
- h.** Jurisdiction. Subject to the requirement for arbitration hereunder, the parties consent to venue in New York and to the non-exclusive jurisdiction of competent New York state or federal courts in the District of New York for all litigation which may be brought concerning or relating to the terms of, and the transactions and relationships, contemplated by, this Agreement. The parties hereby agree to waive, to the fullest extent permitted by law, any right to trial by jury of any claim, whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise arising under these Terms of Use.

## **16. Class-Action Waiver**

Both you and we expressly waive any ability to maintain any class action proceedings in any forum. Any arbitration, claim or other proceedings by or between you and us shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that this agreement specifically prohibits you from commencing arbitration proceedings as a representative of others. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

## **17. Miscellaneous**

- 17.1** Mergent may be required by state or federal law to notify you of certain events. In addition, Mergent may need to notify you from time to time regarding changes to this Agreement or our Privacy Policy. You agree that such notices will be effective upon Mergent posting them on the Website, sending them to you through email or postal mail or notifying you via other means required by law. We will use the contact information provided by you. If you do not provide us with accurate information to contact you, Mergent will not be held liable if it fails to notify you. Your continued use of the Website constitutes your acceptance and agreement to be bound by any such changes. If at any time you do not accept any changes to the Website, you must immediately cease use of the Website, at a minimum, with respect to any such changes.

**17.2** If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Use. These Terms of Use and our Privacy Policy, and any other terms or agreements that may be posted on the Website (as may be amended from time to time) (“Website Agreements”) contain the entire agreement between you and us relating to the Website and your use of the Website and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information shall alter the interpretation of these Website Agreements. You confirm that, in agreeing to accept these Website Agreements, you have not relied on any representation except insofar as the same has expressly been made a representation in these Website Agreements, and you agree that you shall have no remedy in respect of any representation which has not become a term of these Website Agreements.

## **18. Contact Information**

You may send us notices or communicate with us by email to [Customerrelations@mergent.com](mailto:Customerrelations@mergent.com). If you send us an email that asks for a response, and you do not receive a response within ten (10) business days, please send us another email as we may not have received your previous email. When you send e-mail to us you are communicating with us electronically and you agree that we may communicate with you electronically. You acknowledge that that communications by email are not considered confidential communications. Therefore, please do not send us any confidential information by email.

Terms of Use Last Revised: March 17, 2017.