

TERMS AND CONDITIONS OF USE

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3. While the Company uses reasonable efforts to include accurate and up-to-date information in the Site, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the content of the Site.

4. When you register with the Company and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the Company.

5. If you send comments or suggestions about the Site to the Company, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Company. No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

6. The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However, no system whether or not password protected can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

7. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR MAINTAINING THE SITE AND/OR ANY CONTENT ON THE SITE SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE. WITHOUT LIMITING THE FOREGOING, ALL CONTENT ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THE SITE, THE RESULTS OF THE USE OF SUCH MATERIALS, THE SUITABILITY OF SUCH MATERIALS FOR ANY USER'S NEEDS OR THE

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8. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE OR SERVICE PROBLEMS CAUSED BY ANY THIRD PARTY WEBSITE OR THIRD PARTY SERVICE PROVIDER (including, for example, your web service provider service, Stripe payment services, your software and/or any updates or upgrades to that software). ANY SUCH PROBLEM SHALL BE GOVERNED SOLELY BY THE AGREEMENT BETWEEN YOU AND THAT PROVIDER. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY ALSO RESERVES THE RIGHT TO LIMIT YOUR USE OF THE SITE AND/OR THE CONTENT OR TO TERMINATE YOUR ACCOUNT SHOULD THE COMPANY DETERMINE THAT YOU HAVE VIOLATED THESE TERMS OF USE, OR THAT YOU HAVE VIOLATED ANY OTHER RULES OR CONDITIONS OF THE COMPANY. THE COMPANY RESERVES THE RIGHT TO REFUSE ACCESS TO THE SITE AND/OR THE COMPANY'S CONTENT, PRODUCTS AND/OR SERVICES TO ANYONE IN ITS SOLE DISCRETION. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY MAY, IN ITS SOLE DISCRETION, REFUND THE INITIAL FEE CHARGED FOR ANY USE OF THE SITE AND/OR ANY CONTENT OR A PRO-RATA PORTION THEREOF CONSISTENT WITH THE COMPANY'S REFUND POLICY. THE COMPANY SHALL REFUSE ANY REFUND THIRTY (30) DAYS AFTER YOUR PAYMENT FOR USE OF THE SITE AND/OR ANY CONTENT, EITHER PURSUANT TO THE COMPANY'S CUSTOMER LICENSE AGREEMENT OR OTHERWISE, REGARDLESS OF THE REASON FOR DISRUPTION.

9. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, EQUIPMENT, INFORMATION OR DATA, LOSS OF PROFITS, REVENUE OR GOODWILL, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS FOR SERVICE INTERRUPTIONS OR TRANSMISSION PROBLEMS, OCCASIONED BY ANY DEFECT IN THE SITE, THE CONTENT, AND/OR RELATED MATERIALS, THE INABILITY TO USE SERVICES PROVIDED HEREUNDER OR ANY OTHER CAUSE WHATSOEVER WITH RESPECT THERETO, REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

10. You agree to indemnify and hold harmless the Company and each of its directors, officers employees, and agents, from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to:

- (a) your breach of this Agreement,
- (b) any violation by you of law or the rights of any third party,
- (c) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site,
- (d) your use of the Site or any services that the Company may provide via the Site, and
- (e) your conduct in connection with the Site or the services or with other users of the Site or the services.

The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

11. The provisions of these Terms are to protect the Company, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on their own behalf.

12. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in the county of Monmouth County, NJ. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

13. These Terms may be revised from time to time by the Company. You are bound by any such revisions and it is therefore recommended that you periodically visit this page to review any updated Terms to which you will be bound.

Last Updated: October 31, 2018