

ILS Technologies Website Terms of Use Agreement

Welcome to the ILS Technologies Website. By accessing and using this Website, you are agreeing to comply with and be bound by the following terms of use terms of use and any amendments to them that may be posted by ILS Technologies from time to time (collectively, the "Agreement"). Please carefully review the following Agreement. If you do not agree to all of the provisions of this Agreement, please do not use or access this Website.

Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

“Contents” shall mean all copyrights, trademarks, patent rights and other intellectual property rights, products, services, information, data, text, graphics, Software, Services, music, sound, photographs, videos, messages, materials and content displayed, made available, or provided through the Website by ILS Technologies and its suppliers, sponsors, or advertisers.

“Website” means this ILS Technologies Website and all of the Contents.

Acceptance of this Agreement by User

ILS Technologies provides this Website under the provisions of this Agreement. By accessing, browsing and/or using this Website and/or any websites provided by ILS Technologies or using or accessing the Content in any way, you acknowledge that you have read, understand and that you agree to be bound by all the provisions of this Agreement. If you do not accept and agree to be bound by all the terms of this Agreement, please do not use or access this Website. The Agreement constitutes the entire agreement between you and ILS Technologies and supercedes any prior or contemporaneous agreements, representations, warranties and understandings between you and ILS Technologies regarding the use of this Website and the subject matter of this Agreement. This Agreement may be amended at any time by ILS Technologies without specific notice to you. The most current version of this Agreement can be reviewed by clicking on the "Terms of Use" link located at the bottom of our Website. You should review this Agreement prior to using the Website.

Privacy

The information that we obtain through your use of the site, or through any registration process or otherwise, is subject to our Privacy Policy, as it may change from time to time. Our Privacy Policy, which is incorporated into by reference and made a part of this Agreement, is located on and may be review at this Website under the tab “Privacy Policy”.

Modifications to this Agreement

ILS Technologies may make changes to this Agreement from time to time in its sole discretion, and will post any such changes on this Website. Your continued use of this Website constitutes your acceptance of any such changes.

Modification or Suspension of this Website

ILS Technologies reserves the right, in its sole discretion, and at any time, to change, discontinue, suspend, or modify its operation of this Website, or any aspect, part, or feature of this Website, including but not limited to Content, functionality, and means of access or use, either temporarily or permanently, without notice to you. ILS Technologies shall not be liable for such actions.

International Use

In order to use or access this Website, you must comply with all applicable local laws regarding online conduct and acceptable Content, including without limitation, laws regarding the transmission of technical data exported from the United States or the country in which you reside. You may access and use the Website and Content ONLY IF: (i) you are not a citizen, national or resident of, and are not under the control of, the government of: Cuba, Iran, Libya, North Korea, Sudan, Syria, nor any other country to which the United States has prohibited export; (ii) you will not download or otherwise export or re-export any part of the Website, directly or indirectly, to the countries mentioned in clause (i) nor to citizens, nationals or residents of those countries; (iii) you are not listed in the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (iv) you will not download or otherwise export or re-export any part of the Website, directly or indirectly, to persons on the lists mentioned in clause (iii); and (v) you will not use the Website, and will not allow the Website to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. If you are not in compliance with the above statements, you are not eligible to use or access the Website.

Notice Regarding Software Made Available For Download at this Website

The software and accompanying documentation (“Software”) that are made available to download from this Website are the copyrighted work of ILS Technologies. Use of the Software is governed by the terms of the end user license agreement (“License Agreement”), which accompanies or is included with such Software. You will not be able to download or install any Software that is accompanied by or includes an end user license agreement unless you agree to the terms of such License Agreement. If you do not agree to these terms, you are not authorized to use the Software.

The Software is made available for download solely for use by end users according to the License Agreement. Any use, reproduction, or redistribution of the Software not in accordance with the License Agreement is expressly prohibited.

Use of Services Available At This Website

In order to use the services made available on this Website (“Services”), you must enter into the Terms of Service Agreement provided on the Website and complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You shall notify ILS Technologies immediately of any unauthorized use of your account or any other breach of security. ILS Technologies will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. Nevertheless, you could be held liable for losses incurred by ILS Technologies or another party due to someone else using your account or password. You may not use anyone else's account at any time.

Personal and Non-Commercial Use

Other than the specific use permitted during the term of a valid License Agreement or Terms of Service Agreement between you and ILS Technologies, you may use this Website for only your personal, non-commercial use. You may view Content on this Website for your own personal use as long as you maintain all copyright and other notices contained in or associated with the Content. You may not copy, reproduce, modify, distribute, publish, transmit, transfer, sell, license, display, perform or adapt any part of this Website for any public or commercial purpose other than the specific use permitted during the term of a valid License Agreement or Terms of Service Agreement between you and ILS Technologies. Content available on the Website may not be copied, reproduced, downloaded, uploaded, displayed, sold, posted, distributed, incorporated into another work, used to create a derivative work, or otherwise exploited in any way, other than for the specific use permitted during the term of a valid License Agreement or Terms of Service Agreement between you and ILS Technologies. In no event may you remove any copyright or other proprietary notices or legends appearing on Content made available at this site. You warrant to ILS Technologies that you will not use this Website for any purpose that is unlawful or prohibited by the terms, conditions or notices in this Agreement and on this Website.

No Reselling of Content

You may not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this Website or use of or access to the Website, other than the specific use permitted during the term of a valid in a License Agreement or Terms of Service Agreement between you and ILS Technologies.

No Unlawful or Prohibited Use

As a condition of your access and use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by this Agreement. You may not use the Website in any manner that could damage, disable, overburden, or impair any ILS Technologies server, or the network(s) connected to any ILS Technologies server, or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to any ILS Technologies server or to the Software or any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain Content through any means not intentionally made available through the Website.

Termination

ILS Technologies may, in its sole discretion and at any time, remove or delete any Content within this Website, for any reason, without prior notice to you. ILS Technologies may, in its sole discretion and at any time, terminate your use of this Website, other than the specific use permitted during the term of a valid License Agreement or Terms of Service Agreement between you and ILS Technologies. ILS Technologies shall not be liable to you or to any third-party for any such termination of your use of or access to this Website pursuant to this Agreement. In the event of any termination of this Agreement or your use of or access to this Website, the provisions regarding Proprietary Rights, Indemnification, Disclaimers, Applicable Law, Limitations of Liability, and Miscellaneous shall survive any such termination.

Proprietary Rights

All right, title and interest to the Content displayed, made available, or provided through the Website is and shall remain the sole property of ILS Technologies and its third party suppliers, sponsors or advertisers. The Content is protected by copyrights, trademarks, patents or other proprietary rights and laws. Except as expressly authorized by ILS Technologies or the applicable supplier, sponsor or advertiser, you may not redistribute, use, publish, copy, modify, rent, lease, loan, sell, assign, distribute, license, reverse engineer or create derivative works based on this Website or any Content (including without limitation the Software and Services) available through this Website. You do not acquire ownership rights to any Content provided through the Website. The posting of information on the Website does not constitute a waiver of any right in the Website or Content.

Disclaimers

You must evaluate and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. Accordingly, under no circumstances will ILS Technologies be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Website. ILS Technologies does not guarantee continuous, uninterrupted or secure access to the Website, and operation of the Website may be interfered with by numerous factors outside of our control. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEBSITE.

YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THIS WEBSITE IS PROVIDED ON AN "AS IS", "WHERE IS", "AS AVAILABLE" WITH ALL FAULTS BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ILS TECHNOLOGIES EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, OR TERMS OF ANY KIND, EXPRESS OR IMPLIED, WHETHER BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY QUALITY, SATISFACTORY QUALITY, ANY WARRANTY OF DESIGN, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE OF ANY KIND OR NATURE. ILS TECHNOLOGIES DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE WEBSITE OR CONTENT. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE WEBSITE OR CONTENT IS ASSUMED BY YOU.

ILS TECHNOLOGIES DOES NOT MAKE ANY WARRANTY THAT THIS WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES ILS TECHNOLOGIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE, AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THIS WEBSITE, AS TO THE QUALITY OF ANY SOFTWARE, SERVICES, CONTENT, PRODUCTS, WEBSITES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THIS WEBSITE OR AS A RESULT OF THIS WEBSITE, OR AS TO ANY TRANSACTIONS ENTERED INTO BY USE OF OR AS A RESULT OF THIS WEBSITE.

ANY CONTENT, MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS AT YOUR OWN

DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR

ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ILS TECHNOLOGIES OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Limitations of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ILS TECHNOLOGIES OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, OWNERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, ATTORNEYS, OR SUPPLIERS (COLLECTIVELY "ILS AND AFFILIATES") BE LIABLE (WHETHER IN AN ACTION ARISING FROM CONTRACT OR TORT) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF LOSS OF REVENUE OR PROFIT, USE, DATA, GOODWILL OR OTHER INTANGIBLES, EVEN IF EITHER ILS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THIS WEBSITE, (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND WEBSITES RESULTING FROM ANY GOODS, DATA, INFORMATION OR WEBSITES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH THIS WEBSITE, (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS WEBSITE, (5) THE CONTENT OF THIS WEBSITE OR THE ILS TECHNOLOGIES DIRECTORY, OR, (6) ANY OTHER MATTER RELATING TO THIS WEBSITE. FURTHER, YOU HEREBY WAIVE AND RELEASE ANY OTHER OBLIGATIONS, CONDITIONS, RIGHTS AND WARRANTIES, EXPRESS OR IMPLIED, BY OR AGAINST ILS TECHNOLOGIES AND ITS AFFILIATES, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE WEBSITE, THE CONTENT, OR OTHER TANGIBLE OR INTANGIBLE ITEMS OR SERVICES PROVIDED THROUGH THE WEBSITE. NEITHER ILS TECHNOLOGIES NOR ITS AFFILIATES SHALL BE RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. FURTHER, YOU HEREBY WAIVE AND RELEASE ANY OTHER OBLIGATIONS, CONDITIONS, RIGHTS AND WARRANTIES, EXPRESS OR IMPLIED, BY OR AGAINST ILS TECHNOLOGIES AND AFFILIATES, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE WEBSITE, THE CONTENT, OR INTANGIBLE ITEMS OR SERVICES PROVIDED UNDER THIS LICENSE AGREEMENT. IF, FOR ANY REASON, THE ABOVE LIMITATION OF LIABILITY IS HELD TO BE NOT VALID, THEN THE MAXIMUM AGGREGATE

LIABILITY OF ILS TECHNOLOGIES AND AFFILIATES SHALL NOT EXCEED TEN DOLLARS (\$10.00).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

Your Contact With Third Parties

Your dealings with third parties found on or through this Website, including your participation in promotions, the payment for and delivery of goods or service, and any terms, conditions, warranties or representations associated with such dealings are solely between you and the third party. ILS Technologies does not make any representations or warranties with respect to any goods or services which may be obtained from such third parties. ILS Technologies will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on this Website.

Links

This Website, or third parties on this Website, may provide links to other sites and/or resources over which ILS Technologies has no control. ILS Technologies has no responsibility for and no liability for the availability of such external sites or resources, or for the Content, advertising, products or other materials available through such sites or resources. We do not investigate, monitor, or check for accuracy or completeness such third party websites. Inclusion of any links on our Website or communications does not indicate any approval, endorsement or authentication of any material appearing on such linked sites. The existence of such links does not indicate any association between ILS Technologies and the owners or operators except as specifically set forth on this Website or in other ILS Technologies materials. If you decide to leave our Website and access these third party sites, you do so at your own risk.

Indemnification

You shall indemnify and hold harmless ILS Technologies and Affiliates from any claim, demand, action, or damage, including reasonable attorneys' fees, made by any third party due to, arising out of or related to your use of this Website, your violation of the Agreement or any rights of another, or your connection to this Website.

Trademark Notices

The terms “ILS Technologies” and “Discover For Yourself” and related logos are the property and service marks and trademarks of Innovative Litigation Services, LLC d/b/a ILS Technologies. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Website without the prior written permission of the owner of the trademark. All other

trademarks and logos appearing on this Website are the property of their respective owners.

Information and Press Releases

The Website may contain information and press releases about ILS Technologies. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to conflict of laws provisions. Exclusive venue for all disputes arising out of this Agreement shall be in the state or federal courts in Denton County, Texas, and neither of us shall bring an action in any other venue. You waive all objections to this venue and shall not dispute personal jurisdiction or venue in these courts. Use of this Website is unauthorized in any jurisdiction that does not give effect to all of the provisions of this Agreement, including without limitation this paragraph.

Miscellaneous

If any provision of this Agreement is found by a court or other binding authority to be invalid or unenforceable, including without limitation the warranty disclaimers and liability limitations set forth above, this will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable, and the invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original so that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement shall continue in full force and effect.

Any claim or cause of action arising out of your use of this Website, the Content, or this Agreement must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Any failure by ILS Technologies to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.