

## Site Terms and Conditions of Use

This website (the "Site") is exclusively owned and operated by SevOne, Inc. (including any affiliate or related entity) (collectively, "we" or "us"). These terms and conditions apply to all registered users (a "User" or "Users," also referred to as "you" or "your") of the Site and any violation of these Terms and Conditions may result in a User being barred from future access to or use of a Site. Each User is responsible for maintaining the confidentiality of its user ID and password, and is fully responsible for all activities that occur under the User's user ID and password. A User's initial and ongoing use of a Site indicates your acceptance of these Terms and Conditions.

### COPPA Policy

All Users under the age of 13 must seek permission from their parent or guardian in order to gain membership to the Site. While we welcome participation from members under 13, we require that a parent or guardian mail back a signed permission form before we grant membership.

If you are a parent or guardian and would like to start the registration process prior to us receiving a permission form, check the checkbox that you agree to the Terms and Conditions and complete the registration process.

A copy of the permission form can be requested by emailing [notices@sevone.com](mailto:notices@sevone.com).

For more information about the registration process, or the Site in general, please send email to [notices@sevone.com](mailto:notices@sevone.com).

### Site Rules

Registration to the Site is free! We do insist that you abide by the rules and policies detailed below. If you agree to the Terms and Conditions, check the checkbox agreeing to the Terms and Conditions and complete the registration process. When you register for the Site, we require a functioning email address to confirm your registration. Your email address will also be subscribed to our email newsletter service for which you can unsubscribe if you wish. The address you provide will never be shared with any other party as specified in our Privacy Policy (found here: <https://www.sevone.com/legal>). Please note that SevOne also reserves the right to disclose any known personal information when required by law or in the good-faith belief that such action is necessary to conform to the law or comply with a legal process served on SevOne, protect and defend the rights or property of the SevOne domains, or visitors to these domains, identify persons who may be violating the law, the legal notice, or the rights of third parties, and cooperate with the investigations of purported unlawful activities.

Although administrators and moderators of the Sites will attempt to keep all objectionable messages off all Sites, it is impossible for us to review all messages. All messages express the views of the author, and neither SevOne, nor any of our third party vendors/partners will be held responsible for the content of any message.

The open and real-time nature of the Site makes it impossible for SevOne to vouch for the validity or honesty of posts and reviews from members/users of the Site. SevOne is not responsible for any messages posted, or the consequences of reading them. The views expressed in the messages within the Site are those of the authors, who are solely total responsibility for the content of their posts. Because the Site(s) are a venue, in the event that a User has a dispute with any other User of the forum or Sites, each User hereby releases SevOne, its affiliates and all of their officers, directors, employees, legal representatives, agents, successors and assigns from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

By agreeing to these rules, you warrant that you will not post any messages, pod casts, blog entries, videos, images, and other supported content, links to images or use avatars and/or signatures that are obscene, vulgar, sexually-oriented, hateful, threatening, or otherwise in violation of any laws. You will not use text, images, avatars or link to images or domains that contain gore, mutilation, pornography or illegal content. Doing any of the foregoing will result in removal of your post(s) and immediate termination of your account.

We reserve the right to remove, edit, move or close any content item for any reason.

While debating and discussion is fine, we will not tolerate rudeness, profanity (or attempts to bypass profanity filters), insulting posts, personal attacks or purposeless inflammatory posts. Our desire is to foster an environment of civil decorum that enables our members to discuss highly provocative and intensely speculative topics without concern over personal attacks or insults.

Site posts, private messages, pod casts, blog entries, videos, images, and other supported content that violate these Terms and Conditions of Use are subject to action that may include, but is not limited to, edits, removal, or account termination of the poster. Our decision is solely in our discretion, and is final, in these matters.

Please refrain from posting anything unrelated to the subject matter of the forum, including meaningless topics, one word (or short) nonsense posts, or the equivalent.

Multiple or repeated posting in order to increase your post count is not allowed. Advertising, spamming and trolling is not allowed. This includes using the Site, email, visitor messages, blog comments, picture comments and private message systems to spam other members.

Please wait a reasonable amount of time before “bumping” posts. For style changes and general “how-to” questions this should be 24 hours. For specific troubleshooting issues, use 12 hours as a guideline.

Discussion of illegal activities such as software and music piracy and other intellectual property violations are not allowed and may result in immediate termination of membership and access to the Site.

You will not engage in an organized collaboration with other members to disrupt thread topics or interrupt the flow of normal collaborative discussion. Doing so will result in removal of your post(s) and immediate termination of your account.

You will not use the Sites for the purposes of sharing or distributing viruses, licenses, registration information, software keys, “cracks,” or other information designed to do harm to or allow unlawful access to any computer hardware, software, networks, or any other systems. You will also not link to sites that contain discussion of such material. Doing so will result in removal of your post(s) and immediate termination of your account.

You will not create multiple user accounts and “talk to yourself.”

### **Posting Terms**

You will not post any copyrighted material owned by others, material belonging to another person, material previously posted by you on another website, or link to any copyrighted material without providing proper attribution, as defined by SevOne, to its original source. You will not post any material that infringes, misappropriates, or violates any patent, trademark, trade secret, or other proprietary rights of SevOne or any third party. You will not use your postings on the Sites to promote your own personal website or any other website with which you may be associated without first receiving permission from SevOne.

You will not cross-post content from other discussion boards (unless you receive advance written permission from SevOne or their agents). You will not post-by-proxy the material of banned members or other individuals who are not members, but have written a response to content within a thread on these forums.

Further:

(i) You will not use your access to the Sites for any type of recruitment to any causes whatsoever. You will not post, use the chat feature, use videos, or use the private message system to disseminate advertisements, chain letters, petitions, pyramid schemes, or any kind of solicitation for political action, social action, letter campaigns, or related online and/or offline coordinated actions of any kind.

(ii) You will not post, use a chat feature, use videos, or use the private message system to collect or ask for the personal information (data mining) about forum members, including email addresses and “real life” names, in any manner whatsoever, or for any reason whatsoever.

(iii) You will not post, use the chat feature, use videos, or use the private message system to solicit members of the Sites on behalf of another message board, online community or competitor. You will not attempt to use your access to encourage or lure other members in any way to other websites or discussion boards in competition with SevOne. Doing so will result in removal of your post(s) and immediate termination of your account.

You will not engage in politically-charged rhetoric, politically-inspired name-calling, and related right-versus-left political bickering while posting in any topical forum or discussion thread on the Sites. You will not alter political candidate names or party affiliations in order to insult or deride the opposition.

Most of our Users and moderation staff speak English as a first language. In order to promote a smooth-running environment and fair enforcement of the Terms and Conditions of Use, you agree to use all reasonable efforts not to post or chat in any language other than English.

You will not place a link on any of the Sites that initiates an automatic download or execution of a file of any sort.

You will not embed or post a link to a video without a reasonable description of its content and why it interests you, is germane to the topics discussed on the Sites or the topic of an existing thread should you post it in a reply to an existing thread.

In the event you post more than three items that are later determined to be of an obviously hoax, fraudulent, or faked nature, your account may be terminated without warning.

In the event your account or access privileges are terminated for any reason, your information and posts will not be removed unless there is a violation of the Terms and Conditions of Use. Requests for voluntary "account deletion" and removal of your content will not be honored without a reasonable reason, provided in writing, to SevOne.

You will not impersonate any person or entity, forge headers or otherwise manipulate identifiers in order to disguise the origin of any posting. Doing so will result in removal of your post(s) and immediate termination of your account.

**SevOne has the sole authority to decide to display your postings or not.**

### **General Terms and Conditions of Use**

Your use of the Site(s) and any other public medium hosted on [sevone.com](http://sevone.com) including but not limited to [connect.sevone.com](http://connect.sevone.com), and any other Website(s) owned and operated by us, our subsidiaries and affiliates indicates your acceptance of these Terms and Conditions of Use. SevOne may change the Terms and Conditions of Use at any time, which will be posted on the Site(s).

(1) Changes and Discontinuation. Our Sites may provide you with access to a diverse collection of online resources offerings, including various communication tools, online forums, personalized content and branded features (collectively, "Offerings"). Offerings are provided free of charge with no warranty as to quality or availability. We reserve the right to change or to discontinue temporarily or permanently any Offering, including any subsequent Offering we may make available, at any time and without notice. You agree that we will not be liable to you or any third party for any such modification or discontinuance of any Offering.

(2) Limitations. We work hard to make your experience and use of the Site, and its features, enjoyable. However, we cannot always anticipate technical or other operational difficulties which may result in loss of data, personalization settings or other service interruptions. For this reason, you agree that the Sites, including any services made available by our third-party service providers either on, through or as part of the Site, are provided "AS IS" and "AS AVAILABLE". Neither we nor our third-party service providers assume responsibility for the timeliness, deletion, erroneous delivery or failure to store any data, communications or personalization settings.

(3) DMCA Enforcement. We endeavor to comply with the Digital Millennium Copyright Act (hereinafter "DMCA") and other applicable intellectual property laws. We will respond to notices of alleged infringement in accordance with the terms and requirements of the DMCA and remove material from public view that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any User. We will also terminate the accounts of repeat offenders. If we remove or disable access to comply with the DMCA, we will make a good-faith attempt to contact the owner, author, or administrator of each affected posts so that they may make a counter notification pursuant to sections 512(g)(2) and (3) of the DMCA. For more information about our DMCA policy and how to file a DMCA takedown notice, please contact [notices@sevone.com](mailto:notices@sevone.com).

(4) Third Party Sites; Advertisers. The Sites may provide Users with opportunities, links or other incentives to use certain sites, services, products, applications or content offered by or through third-party providers, including but not limited to advertisers, and content and e-commerce providers (collectively, "Third-Party Services"). Your use of any Third-Party Services is subject to any terms of service or conditions of use associated with the Third-Party Services. We do not control Third-Party Services and are not responsible for any Third-Party Services or for the contents thereof, including, without limitation, any links that may be contained in or accessible through such Third-Party Services. We do not endorse any Third-Party Services or any products, content or communications linked to or accessible from the Sites. You agree you are wholly responsible for making your own independent judgment regarding your use or interaction with Third-Party Services.

(5) Use Of Content; Copyright. By accessing and using the features and Offerings of the Site, Users understand and acknowledge that Users can share, distribute, copy, and transmit the material, content and work Users find on the Site, provided Users give proper attribution that includes the name of the User, the name of the Site, and a link to the content thread. These usage rights do allow any commercial use of the material, content or work

found on website(s), and such use is strictly prohibited without prior written authorization from us. These usage rights also do not apply to derivative works, and such use is strictly prohibited without our prior written authorization. Each post of each thread contains a "copyright" link that clearly specifies the method in which the material may be shared, distributed, modified, or used.

You will not copy, distribute, display, or publicly perform User Content from the Site(s) to Post on other websites or quote in offline research in a manner that does not comply with the Creative Commons License ("Attribution - NonCommercial - NoDerivs 3.0 Unported" Creative Commons Deed) that specifies the author's member name as a member the Site, includes SevOne and the User as owners of the content, provides the title of the thread, and a full URL to the board thread.

(6) Ownership. You acknowledge and agree that the Sites contain proprietary and confidential information of SevOne and third parties that is protected by applicable intellectual property and other laws. You further acknowledge and agree that advertisements or information presented to you through the Sites or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by these Terms and Conditions of Use or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform, publicly display, or create derivative works based on the material on the Sites, in whole or in part.

**By posting on this Site, you relinquish all exclusive copyrights to any information, materials or other items you post or provide access to. Any information, materials or other items posted on the forum or a Site shall become the property of SevOne, and accordingly, SevOne may copy all information and any such materials or other items, for any purposes whatsoever, including, but not limited to, marketing, development and licensing of software. Therefore, Users should not publish any confidential or proprietary material or information since SevOne is free to use that material or information as it wishes. Any materials published or posted on the Site are not guaranteed to be up to date, correct, complete or free from technical inaccuracies. SevOne is not responsible for updating and maintaining any materials or information.**

(7) DISCLAIMER. You expressly understand and agree that: YOUR USE OF THE SITES AND ANY MATERIALS OR INFORMATION AVAILABLE TO YOU, FOR DOWNLOAD OR OTHERWISE, IS AT YOUR SOLE RISK. THE SITES, MATERIALS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SEVONE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, THE "SEVONE PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE SEVONE PARTIES MAKE NO WARRANTY THAT (I) THE SITES, OR ANY MATERIALS OR INFORMATION, WILL MEET YOUR REQUIREMENTS, (II) THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES, MATERIALS OR INFORMATION WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, (V) THAT YOUR MESSAGES, DATA OR INFORMATION, IN WHATEVER FORM OR MEDIUM, WILL NOT BE LOST, OR (VI) ANY ERRORS WILL BE CORRECTED. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK, AND, WITHOUT LIMITATION, YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY SEVONE PARTY, OR THROUGH OR FROM THE SITES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS OF USE.

YOU AGREE THAT THE SEVONE PARTIES WILL NOT BE LIABLE TO YOU IN EXCESS OF A TOTAL OF \$100.00 FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE SEVONE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SITES, MATERIALS, INFORMATION OR PRODUCTS; (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, MATERIALS, INFORMATION OR SERVICES

OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANYONE ON THE SITES; OR (V) ANY OTHER MATTER RELATING TO THE SITES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CERTAIN DAMAGES. IN SUCH JURISDICTIONS, LIABILITY OF THE SEVONE PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

(8) Indemnification. You agree to protect and fully compensate the SevOne Parties from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) arising from your use of the Sites, as well as any products, materials, or information provided on or through the Sites, or violation of the Terms and Conditions of Use by you or any other user of your account (whether or not authorized), and you agree to indemnify and hold the SevOne Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Sites, products, materials or information, your connection to the Sites, your violation of these terms and conditions, or your violation of the rights of another.

(9) SevOne Proprietary Rights. You acknowledge and agree that the Websites and any necessary software used in connection with the Websites contain proprietary and confidential information of SevOne and third parties that is protected by applicable intellectual property and other laws. You further acknowledge and agree that advertisements or information presented to you through the Websites or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by these Terms and Conditions of Use (and for members, the Additional Terms and Conditions of Membership) or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform, publicly display, or create derivative works based on the material on the Websites, in whole or in part.

### **Third Party Software**

The Site may contain or otherwise make use of software, code or other materials from third parties, including, without limitation, 'open source' or 'freeware' software ("Third Party Components"). Third Party Components may be licensed under additional or other license terms that accompany such Third Party Components. In case of a conflict between these Terms and Conditions and the applicable license terms for any Third Party Component, the applicable license terms for the Third Party Component will govern. A list of the Third Party Components and any related corresponding source code can be requested by emailing [notices@sevone.com](mailto:notices@sevone.com).

### **Miscellaneous**

(1) Entire Agreement. These Terms and Conditions of Use are the complete and exclusive agreement between you and SevOne with respect to the subject matter hereof, superseding and replacing any and all prior and contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter.

(2) Export Restrictions. You shall adhere to all applicable laws, regulations and rules relating to the export of technical data and shall not export or re-export any technical data or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations, and rules, unless properly authorized. In particular, you: (i) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data via the Sites to parties identified on such lists; (ii) agree not to use the Sites for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (iii) agree not to transfer, upload, or post via the Sites any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

(3) Choice of Law. These Terms and Conditions of Use shall be deemed to have been entered into in the State of Delaware. The rights of you and SevOne hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to conflicts of laws principles. Each party to this Agreement irrevocably (a) submits to the exclusive jurisdiction of any state or federal court located in Wilmington, Delaware in litigating any action or proceeding arising out of or relating to this Terms and Conditions of Use, and (b) agrees that any such action or proceeding may be litigated only in such courts. SevOne and you agree to waive, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any such action or proceeding. Any final judgment rendered against a

party in any such action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

(4) Severability/Waiver. If for any reason a court of competent jurisdiction finds any provision of the Terms and Conditions of Use invalid or unenforceable, that provision of the Terms and Conditions of Use will be enforced to the maximum extent permissible, and the other provisions of this Terms and Conditions of Use will remain in full force and effect. Failure by either party to enforce any provision of this Terms and Conditions of Use will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment, or other modification of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties.

(5) Compliance With Laws. You agree to comply in all material respects with all applicable laws, rules, and regulations in connection with your activities under the Terms and Conditions of Use.

(6) No Assignment. Except as expressly provided herein, neither these Terms and Conditions of Use, nor any right, interest, duty, or obligation hereunder may be assigned, transferred, or delegated you, by operation of law or otherwise, without the express prior written consent of SevOne, which consent may be withheld in the sole and absolute discretion of SevOne.

(7) Non-Exclusive Remedy. Except as expressly set forth in the Terms and Conditions of Use, the exercise by a party of any remedies provided in the Terms and Conditions of Use will not be deemed an election of remedies, and will be without prejudice to its other remedies under the Terms and Conditions of Use or under any other agreement, or at law or equity or otherwise.

(8) Headings. The headings of the sections hereof are inserted merely for convenience and shall not be used or relied upon in or in connection with the construction or interpretation of these Terms and Conditions of Use.

(9) Right of Community Management. The Sites are privately owned communities. SevOne reserves the right to take action against any member, or member posting, which is deemed to be devoted purely to disruption, represents behavior contrary to community building, or in cases where the content is contrary to the core ideals of the forum and/or the Sites. This action may include removal of your posting and/or complete banning of your username and IP address. SevOne reserves the right to establish limits on topics that may be discussed if, in their opinion, the discussion of those topics attract an audience that is counterproductive to maintaining the ideals set forth in the Terms and Conditions of Use.

(10) No Waiver. Failure to insist on strict performance of any of these Terms and Conditions of Use will not operate as a waiver of any subsequent default or failure of performance. No waiver by SevOne of any right under these Terms and Conditions of Use will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

(11) Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between a User and SevOne as a result of these Terms and Conditions of Use, or a User's use of the forum, Sites and/or any information, materials or other items. If any provision of these Terms and Conditions of Use are held unenforceable by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the original intent, and the remainder of these Terms and Conditions of Use shall continue in full force and effect.