

## **TERMS AND CONDITIONS OF USE**

### **1. Acceptance of Terms and Conditions of Use**

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YOUR CONTINUED USE OF THE SITE INDICATES YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO USE THE SITE.

### **2. Privacy Policy**

The Policy describes how we handle your information when you use the Site. The Policy is part of and is incorporated into these Terms and any service agreement you enter into with us. You may view or print the current version of the Policy by clicking here: <http://www.policystat.com/privacy-policy>.

### **3. Use of the Site**

You agree to use the Site in a manner consistent with any and all applicable laws, rules and regulations. You agree not to upload or transmit any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Any unauthorized modification to, tampering with or change to any information, or any interference with the availability of or access to the Site is strictly prohibited. You will not hack into or otherwise gain unauthorized access to the Site, our computer systems, or the computer systems of other users of the Site. You will not engage in any data mining in connection with the Site. We reserve all rights and remedies available to it including reporting any breach to the relevant law enforcement authorities and cooperating with those authorities by disclosing your identity to them.

### **4. Content**

Through the Site, we may provide you access to certain tools. You are not otherwise being given a license to such tools. With respect to any other materials provided to you on the Site as to which we are the copyright owner and as to which you have properly gained access, we hereby grant you a limited, revocable license to download and print copies but only in connection with the purposes for which you were granted access to the Site and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices.

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The Site may contain links to sites operated by third parties. The linked sites are not under our control, and we are not responsible for the content of any linked site or subsequent links from that site. We may provide links only as a courtesy to its users, but such links do not (and will not) imply our endorsement of any linked site.

## **6. Linking to the Site**

We do not object to you linking directly to the information that is hosted on the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You may not establish a link to the Site from any website that is not owned by you. The Site must not be framed on any other site. We may withdraw linking permission without notice.

## **7. Submitted Information**

Information submitted to us through a form on the Site, through blogs or public forums we may make available on the Site, via email, or in any other manner, including any comments, remarks, suggestions, ideas, notes, drawings, graphics, concepts, or other information, you hereby grant to us a limited, revocable license (or sublicense, as the case may be) to use such material (including all associated intellectual property rights) for any purpose, without your consent or any compensation to you or anyone else.

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You may submit and/or we may gather certain limited information about you and your use of the Site, and we may use this information in accordance with the Policy.

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## **8. DISCLAIMER OF WARRANTIES**

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IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$100.00.

#### **10. Indemnification**

You agree to defend, indemnify, and hold us and our employees, contractors, officers and directors harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

#### **11. International Use**

By choosing to access the Site from any location other than the United States, you accept full responsibility for compliance with all local laws that are applicable. We make no representation

that the Site is appropriate or available for use in locations outside the United States, and accessing it from territories where their content is illegal is prohibited.

### **12. Trademarks, Trade Names, and Service Marks**

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### **13. Choice of Law**

The Terms shall, for all domestic and international purposes, be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the State of Indiana, U.S.A., without regard to conflicts of law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms or your use of the Site shall be filed only in the state or federal courts located in the State of Indiana, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. All actions or proceedings arising out of or relating to the Terms shall be venued exclusively in state and federal court in Indiana. You waive any objection you may now or hereafter have with respect to venue or to convenience of such forum.

### **14. Waiver**

Our failure at any time to require performance of any provision of the Terms (including the Policy, which is incorporated by reference) or to exercise any right provided for herein or by law shall not be deemed a waiver of such provision or such right. All waivers must be in writing and signed by an authorized representative of us. Unless the written waiver contains an express statement to the contrary, no waiver by us of any breach of any provision of the Terms of any right provided for herein or by law shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms.

### **15. Termination**

We reserve the right, in its sole discretion, to terminate your access to all or part of the Site, with or without notice.