

# Terms of Service

Please read these Terms of Service (“Agreement”) carefully. By clicking or tapping “OK” or “Agree” (or a similar term), or by using the Company Services (as defined below), you agree to this Agreement. We recommend that you print a copy of this Agreement for future reference. We retain the right to make changes, as outlined below.

This Agreement is between you and IDI, LLC (“Company” or “we” or “us” or “our”) concerning your use of our publicly and privately available websites and all other websites owned, operated, controlled and otherwise made available by us, our parent and our affiliates and subsidiaries (together with any materials and services available therein, and any related or successor website(s), services and/or products thereto, the “Website”), the software and mobile software applications (together with any materials and services available therein, and any related or successor applications thereto, the “Company Technology”) or any products, including the IDI assessments (“Company Products” along with the Website, Company Technology, and Company Products collectively, the “Company Services”).

## Authority

By accessing, subscribing, downloading and/or otherwise using the Company Services, you (a) certify that you are at least 18 years of age, that you are the guardian of a user between 15 years of age and 18 years of age, that you are between 15 years of age and 18 years of age and your guardian has previously approved of your use of these Services and that, if you are acting on the behalf of any person or entity (“Organization”), you are authorized to act on behalf of such party and that you agree to this Agreement on behalf of yourself and such Organization, (b) have read this Agreement and have agreed to be legally bound by this Agreement, and (c) agree to all of our operating rules and policies that may be published within the Company Services. References to “you” and “your” in this Agreement will refer to both you and any such Organization.

## Intellectual Property

The Company Services is owned and operated by us and our licensors and is protected by copyright and other intellectual property laws under United States and international laws and treaties - Copyright 2018 IDI, LLC - All rights reserved. The compilation and arrangement of all content, data and other information found within the Company Services is also the sole and exclusive property of ours and our licensors and is protected by U.S. and international intellectual property laws. The “look and feel” of the Company Services, meaning, the structure, sequence and layout of the audiovisual components of such technology as perceived by you, including, but not limited to, the color combinations, button shapes, and all other graphical and navigational elements, are also proprietary to us and our licensors and are fully protected under U.S. and international intellectual property laws.

## Trademarks

Any and all trademarks displayed within the Company Services are owned by us, our licensors or our affiliates. Nothing in this Agreement should be construed as transferring any aspects of such rights to you or to any third party.

## **Use of the Company Services**

Subject to the terms and conditions set forth herein and any third-party restrictions and solely for the duration of this Agreement and/or the duration otherwise determined by us as described herein, we grant you a non-transferable, non-exclusive and non-sublicenseable limited right and license to view, use and access the Company Services to

- (a) incidentally view, print and download the images, text, graphics, photographs, audio, video and other content available within the Company Services solely for your, in the case of when you are the user, your informational purposes and for your immediate, private, personal and non-commercial use, and, in the case of when you are an Organization, your Organization's internal business use solely for the benefit of the applicable user you are accessing the Company Services, and
- (b) make purchases of goods and services through links found on this Website or through the Company Services.

The foregoing license is supplemental to any license rights that you may have pursuant to any separately executed agreement between us and you or your Organization. By posting information or other materials within the Company Services or by making such information available for downloading by you, we do not waive any proprietary right in and to the Company Services (including, but not limited to, copyright, service mark, trademark, patent, trade secret or other intellectual property or proprietary right) and do not transfer any rights to you in the Company Services except for the limited license expressly granted herein.

## **Prohibited Uses**

All rights not expressly stated herein are reserved by us and we disclaim any and all implied licenses. Without limiting the foregoing, you, without our prior written permission, agree not to:

- (i) reverse engineer, decompile, reverse compile, translate, adapt, or otherwise disassemble the Company Services, or any part thereof;
- (ii) use the Company Services for any commercial purposes and/or copy, adapt, translate, distribute, transmit, reproduce or otherwise exploit the Company Services, or any part thereof, in any form, including, but not limited to, fonts, icons, link buttons, wallpaper, and unlicensed merchandise;
- (iii) publish, display, disclose, sell, rent, lease, modify, store, loan, distribute, publicly display or perform, co-brand, frame, permit third parties to link to, or create compilations or derivative works of the Company Services, or any part thereof;
- (iv) assign, sublicense, convey, transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder;
- (v) use the Company Services in any fashion that may infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right of ours,

- our third-party suppliers or any other third party;
- (vi) upload, post, email, transmit or otherwise make available any material that is unlawful, harmful, threatening, abusive, harassing, degrading, intimidating, tortuous, defamatory, vulgar, obscene, indecent, pornographic or otherwise objectionable, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or otherwise fails to respect the rights and dignity of others;
- (vii) use Company Services to harm minors in any way;
- (viii) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity using the Company Services;
- (ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Company Services;
- (x) upload, post, email, transmit or otherwise make available any materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (xi) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (xii) upload, post, email, transmit or otherwise make available any material that contains software viruses, trojan horses, Easter eggs, time bombs, spyware or any other computer codes, files or programs designed to interrupt, destroy, hijack, blackmail or limit the functionality of any computer software or hardware or telecommunications equipment;
- (xiii) interfere with or disrupt the operation of the Company Services or servers or networks used to make the Company Services available to users, or disobey any requirements, procedures, policies or regulations of networks connected to the Company Services;
- (xiv) "stalk" or otherwise harass another user;
- (xv) use the Company Services for any purpose that is fraudulent or otherwise unlawful;
- (xvi) collect information about other users of the Company Services in any way;
- (xvii) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Company Services content, or reproduce or circumvent the navigational structure or presentation of the Company Services;
- (xviii) restrict or inhibit any other person from using the Company Services;
- (xix) access the Company Services by any means other than through the interface that is provided to you by us for use in accessing the Company Services;
- (xx) remove any copyright, trademark or other proprietary rights notice from the Company Services; and/or
- (xxi) incorporate the Company Services into any product or service or systematically download and store the Company Services content.

Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the root directory of our Website(s), we grant to the operators of public search engines permission to use spiders to copy materials from the Company Services

(including our Website(s)) for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. We reserve the right to revoke such permission either generally or in specific cases, at any time and without notice.

## **Submissions Through the IDI® Assessment**

In order to maintain the quality and the integrity of the IDI®, we value a Respondent's privacy in their answers to the IDI® Assessment. Any and all data and any other information that you transmit to us through IDI® Assessment Website in response to the IDI® ("IDI® Submissions") shall be used as stated in the Privacy Policy.

By submitting your IDI® Submissions to us, you hereby grant us a worldwide, perpetual, non-exclusive, revocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, and display your IDI® Submissions for the purposes listed in the Privacy Policy.

However, we have no control over and are not responsible for any use or misuse by your IDIQA or organization of your IDI® Submission. By making an IDI® Submission, you waive the right to make any claim against us or any of our respective parents, subsidiaries, affiliates, employees, agents, directors, officers, and shareholders related to your Submission, including, but not limited to, unfair competition, invasion of privacy, negligence, breach of implied contract or breach of confidentiality, except if caused by our gross negligence or willful misconduct.

## **Submissions**

Except for IDI® Submissions, any and all comments, suggestions, ideas, graphics, videos, content, data, and any other information that you transmit to us through the Company Services ("Submission") may be used by us anywhere, anytime and for any reason whatsoever.

You shall remain the sole and exclusive owner of your Submission, and you shall be solely responsible for your Submission and the consequences of posting or publishing them. By submitting your Submissions to us, you hereby grant us a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, publicly perform and display your Submissions for any legal purposes whatsoever now known or hereinafter becomes known.

Any Submission you provide to us will be deemed public information and not subject to any confidentiality obligation and we shall have no obligation to maintain its confidentiality except to the extent the Submission contains personal identifiable information, in which case, our Privacy Policy shall govern our disclosure of such information. You also consent to our contacting you about any of your Submissions. In addition, if you provide to us any ideas, proposals or suggestions ("Feedback"), we will deem such Feedback a Submission. You agree that Feedback is not confidential and that your provision of it is gratuitous, unsolicited and without restriction and does not place us under any obligation in respect of such Feedback.

We have no control over and are not responsible for any use or misuse by any third party of your Submissions or for your interactions with other users. Users are ultimately responsible for their own actions. IF YOU CHOOSE TO MAKE YOUR PERSONAL OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE COMPANY SERVICES, YOU DO SO AT YOUR OWN RISK. By making a Submission, you waive the right to make any claim against us or any of our respective parents, subsidiaries, affiliates, employees, agents, directors, officers, and shareholders related to your Submission, including, but not limited to, unfair competition, invasion of privacy, negligence, breach of implied contract or breach of confidentiality, and you further waive all moral rights you may have in any materials uploaded or sent to us by you.

You represent and warrant that you have all rights necessary to grant the licenses granted herein. You represent and warrant that your IDI® Submissions and Submissions: (a) shall be true, accurate, current, complete and not misleading, (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights, (c) shall not be fraudulent or involve counterfeit or stolen information or items, (d) shall not violate any law, statute, ordinance or regulation and/or any right of a third party, and (e) shall not create any liability for us. You also agree to maintain and promptly update your Submissions by means of the Company Services in order to keep that information true, accurate, current and complete. We will have no liability arising from your failure to provide accurate information.

### **Monitoring User and Participation Disclaimer**

We may and expressly reserve the right (but have no obligation) to monitor, scan, intercept, review, analyze, store, evaluate, alter or remove Submissions before or after they appear on the Company Services and any messages, information, content or other materials sent to you, or received by you, in connection with the Company Services or its features or functionalities, at any time, unless prohibited by applicable law, including while it is in transit, and before and after it is stored or made available through the Company Services, and to monitor, review, analyze or evaluate your access to or use of the Company Services (including any features or functionality of the Company Services), in each case by manual, automated or other means, and in each case for any purpose, including for analytics gathered from data that you submit through the Company Services and for any other purposes as may be described in our Privacy Policy and unless prohibited by applicable law. We retain the right to use any such data or analytics gathered from any submitted data as part of the overall analytics analysis unless prohibited by applicable law. Without limiting the foregoing, we may disclose information regarding your access to and use of the Company Services, the circumstances surrounding the transmission of Submissions, and personal information regarding users who make Submissions available, in each case in accordance with applicable law or otherwise in accordance with our Privacy Policy.

We do not and cannot review all Submissions posted to or created by users accessing the Company Services, and are not in any manner responsible for the content of these communications or the activities of these users. You acknowledge that by providing you with the ability to view and distribute user-generated content through the Company Services, we are merely acting as a passive conduit for the distribution of such information and are not undertaking any obligation or liability relating to the content or the users' activities. Even though we may monitor and review transmissions, we assume no responsibility or liability which

may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy, obscenity, profanity or misrepresentation. Notwithstanding the foregoing, we reserve the right to block or remove communications, postings, or materials that we determine in our sole discretion to be (a) abusive, defamatory, or obscene; (b) fraudulent, deceptive, or misleading; (c) infringing a copyright, trademark, patent, trade secret or other intellectual property rights of another or (d) offensive or otherwise unacceptable to us as determined in our sole discretion.

## **Limitations on the Company Services**

You acknowledge that we may establish limits concerning your use of the Company Services, including the maximum number of days that Submissions will be retained by the Company Services, the maximum number and size of postings, e-mail messages, or other Submissions that may be transmitted or stored by the Company Services, and the frequency with which you may access the Company Services. You agree that we have no responsibility or liability for the deletion or failure to store any Submissions maintained or transmitted by the Company Services.

## **Electronic Delivery Policy and Your Consent**

By using the Company Services, you consent to electronically receive from us all communications including notices, agreements, legally required disclosures or other information in connection with the Company Services (collectively, "Notices"). We shall provide such electronic Notices by posting them within the Company Services. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the Company Services.

## **Warranty Disclaimer**

You access and use the Company Services at your sole risk. The Company Services are provided to you on an "as is," "where is," "where available" and "as available" basis. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties (whether express, statutory or implied) of any kind, including, but not limited to, implied warranties of title, merchantability, data accuracy, system integration, fitness for a particular purpose, non-infringement and any other warranty arising under the uniform commercial code, usage of trade, course of conduct or otherwise.

Without limiting the foregoing, we do not represent or warrant that (a) the Company Services will be uninterrupted, timely, secure or error-free, (b) the defects in the Company Services will be corrected, (c) the Company Services or the servers that operate the Company Services are free of viruses or other harmful components, (d) the data, results and information within Company Services will be correct, accurate, adequate, useful, reliable or otherwise, and (e) the Company Services will meet your needs, requirements or expectations.

We may make changes to the content within the Company Services or to the products or services described in it, at any time without notice to you. Further, we assume no liability or responsibility for any errors or omissions in the content within the Company Services. The

materials in the Company Services may be out of date or inaccurate, and we specifically disclaim any duty to update such content.

Any material downloaded or otherwise obtained by you through the use of the Company Services is done at your sole discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the downloading of any such material including, but not limited to, damage caused by viruses.

You acknowledge and agree that we shall not be responsible or liable for (i) any unauthorized access to or alteration of your Submissions; (ii) any Submission sent or received or not sent or received and (iii) any Submission stored on storage devices owned, operated or controlled by us. You acknowledge and agree that we shall not be responsible or liable for any Submissions or conduct of any third party, including, but not limited to, content sent using and/or included within the Company Services provided by any other user of the Company Services or any third party licensors or suppliers of ours.

Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you. If any of the exclusions set forth in this Section is determined by a court of competent jurisdiction to be unenforceable, then all such express, implied and statutory warranties shall be limited in duration for a period of thirty (30) days after the date on which you first access the Company Services, and no warranties shall apply after such period.

You acknowledge that data entry and conversion is subject to human and machine errors, omissions, delays, and losses, including inadvertent loss or corruption of data or damage to media, that may give rise to a loss or damage. You agree that we will not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of data you enter; examining and confirming results prior to use of data; and adopting procedures to identify and correct errors and omissions and to reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

## **Disruptive Behavior**

Harassment in any manner or form through the use of the Company Services, including via email, web blog (“blog”), comments, submissions, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including our employees or representatives, as well as other members or visitors through the use of the Company Services is prohibited. You may not upload to, distribute, send or otherwise publish through the Company Services any content which is libelous, defamatory, obscene, disruptive, harassing, threatening, offensive, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable; which may constitute or encourage a criminal offense, violate the rights of any party; or which may otherwise give rise to civil liability, violate any law or infringe on a third party's intellectual property right (including, but not limited to, spam, offensive sexual, racial or gender related material, or material that violates our then current policies). You may not upload commercial content within the Company Services or use the same to solicit others to join or become

members of any other commercial online service or other organization.

You agree not to: (a) post, disseminate or transmit any worm, viruses or other harmful, disruptive or destructive files, code or programs via or through the Company Services; (b) use Internet Relay Chat (IRC) bots via the Company Services (*i.e.*, programs that utilize excessive resources by connecting to an IRC network and running 24 hours per day); (c) hinder the ability of others to use IRC; (d) disrupt the Company Services or the normal flow of the dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (e) run any program through the Company Services that makes a service or resource available to others, including, but not limited to, port redirectors, proxy servers, chat servers or simulated multi-user environments; (f) interfere with, disrupt, or harm in any way the Company Services or the servers or networks used in connection with it; (g) run programs or specifically configure machines in such a way as to keep a connection active when not in use or otherwise bypass automatic disconnection for inactivity, unless a dedicated access account is provided; (h) use the Company Services in violation of the rules of any other website providers, websites, chat rooms or the like; (i) use Company Services to access the accounts of others without permission; (j) attempt to penetrate security measures of our or another entity, or obtain or bypass others' passwords; or (k) engage in denial of service attacks (*i.e.*, actions designed to impair network access by flooding a site or the Internet with useless traffic).

### **Limitation of Liability**

NEITHER US, OUR AFFILIATES, QUALIFIED ADMINISTRATORS, SUPPLIERS, OTHER THIRD PARTIES MENTIONED WITHIN THE COMPANY SERVICES, NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE COMPANY SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY, OR INDIRECTLY, FROM YOUR USE OF, ACCESS TO, OR INABILITY TO USE AND ACCESS THE COMPANY SERVICES OR FROM YOUR PURCHASE OF PRODUCTS AND/OR SERVICES THROUGH THE COMPANY SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES OR INJURY FROM OR RELATING TO: THE DOWNLOADING OF ANY MATERIAL CONTAINED WITHIN THE COMPANY SERVICES; THE LINKING TO OTHER WEBSITES FROM THE COMPANY SERVICES, PRODUCTS AND/OR SERVICES OFFERED ON, MADE AVAILABLE THROUGH THE COMPANY SERVICES; COMPUTER VIRUS OR SYSTEM FAILURE; AND/OR THE UNAVAILABILITY OF ANY SERVICES OR PRODUCTS MENTIONED WITHIN THE COMPANY SERVICES WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE FEES PAID, IF ANY, BY YOU TO US FOR ACCESS AND USE OF THE COMPANY SERVICES OR THE PURCHASE PRICE OF ANY GOODS OR SERVICES PURCHASED THROUGH THE COMPANY SERVICES, OR, IN ALL OTHER CASES, FIVE DOLLARS (\$5.00).



SOME STATES DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN ALL CASES.

## **Access to the Company Services**

You shall be responsible for obtaining, maintaining and paying for access to the Company Services and for all hardware, software, telecommunications, services, products and equipment necessary to access the Company Services and you acknowledge that obtaining the foregoing may involve third-party fees (such as internet service provider or airtime charges). You are responsible for all charges associated with connecting you to the Company Services, including, without limitation, all telephone, equipment, airtime and internet service provider charges.

## **Passwords and Your Obligations**

You may need to register to use all or part of the Company Services and to select a unique username and password in order to be able to access your account and use any of the Company Services. We may reject, or require that you change, any user name, password or other information that you provide to us in connection with our registration process. If you are the user, your user name and password are for your personal use only and should be kept confidential, and if an Organization is the user, your user name and password are for your Organization's business use only, and should be kept confidential. You are solely responsible for maintaining the confidentiality and security of your credentials, username and password and for restricting access to your mobile device, computer, and/or other means of accessing the Company Services. You, and not us, are responsible for any use or misuse of your credentials and for all activities that occur in connection with your account, either with or without your knowledge including, but not limited to, any purchases facilitated through the use thereof, whether or not in fact authorized by you.

You agree to immediately notify us in writing of any actual or suspected unauthorized use of your credentials, username, password or account and/or breach of security, that you become aware. You also understand that exiting immediately from your account (*i.e.*, "logging off") at the end of each session will enhance your account security and that failure to do so may permit other persons having access to your computer to use, or modify, your account. If you permit any person to use your username and password, you shall be liable for all activity and transactions made by that person including transactions for which you may not have authorized. We recommend that, to the extent you access the Company Services via a mobile device, you password protect such device.

## **Security**

The Company Services reside on the public internet. We use commercially reasonable measures to protect the confidentiality and security of any communications transmitted to us and any information stored on servers controlled by us. Notwithstanding these efforts, we cannot guarantee the confidentiality and security of such electronic communications and storage devices used to store such information (including, personally identifiable information) and disclaim all

liability arising therefrom.

Without limiting the foregoing, you shall not (a) violate or attempt to violate the security of the Company Services; (b) access data or materials not intended for you; (c) log into a server or account which you are not authorized to access; (d) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; or (e) attempt to interfere with the service being provided to any user, host or network, including, without limitation, by means of submitting a virus to the Company Services, overloading, “flooding,” “mailbombing” or “crashing” the Company Services. Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences that may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

## **Indemnification**

You agree to indemnify, defend, and hold us, our affiliates, qualified administrators, agents, vendors, distributors, licensors and suppliers and their officers, directors, and employees harmless from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from (a) any violation or alleged violation of the terms and conditions of this Agreement, (b) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing your account, (c) your use of (or inability to use), or activities in connection with, the Company Services (including all Submissions); and (d) any use of your Submission by us or any other party, including, but not limited to, any third party claim of infringement of an intellectual property or proprietary right or invasion of privacy or publicity.

## **Blog Disclaimer**

The blog entries, quotations and other editorial content through the Company Services are provided “as is” with no warranties and confer no rights. The blog entries are solely the opinion of the author and do not necessarily reflect the opinions of ours, our parent company and/or their indirect and direct parent companies and affiliates.

## **Termination**

This Agreement is effective until terminated. We may terminate this Agreement at any time for any or no reason whatsoever. You may terminate this Agreement at any time by ceasing to use the Company Services. Where reasonable under the circumstances, we will provide you with at least twenty-four (24) hours’ prior notice of termination or suspension.

You agree that we, at our sole discretion, may terminate your access to and use of the Company Services (or any part thereof) at any time and for no or any reason whatsoever with or without notice to you, including, without limitation, for lack of use by you or if we believe that you have violated or acted inconsistently with the terms and conditions of this Agreement.

We also reserve the right at any time to modify, suspend or discontinue, temporarily or

permanently your access to and use of the Company Services (or any part thereof) without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of your use of or access to the Company Services. Your obligations under this Agreement shall continue even after we have terminated, suspended and/or cancelled this Agreement and/or your access to the Company Services.

Upon any termination or suspension, your right to use the Company Services will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without obligation to provide further access to such materials. Any provision that by its nature survives shall survive the termination, cancelation and/or expiration of this Agreement.

## **Display & Specifications**

The Company Services may make available listings, descriptions and images of goods, products and/or services made available by us and/or our suppliers, as well as references and links to other goods, products and/or services. We attempt to display product images shown through the Company Services as accurately as possible. Notwithstanding the foregoing, we make no warranties or representations as to the completeness, accuracy, reliability, validity or timeliness of such listings, descriptions or images (including any features and specifications contained therein). Such information and the availability of any goods, products and/or services are subject to change at any time without notice.

Features, pricing and specifications of products and/or services described or depicted through the Company Services are subject to change at any time without notice. Weights and measures are approximate.

## **Applicability of Content**

The Company Services are operated in the State of Maryland, United States of America, and are not intended to subject Company to any non-U.S. jurisdiction or law. We make no representation that the content provided through the Company Services are applicable, available or appropriate for use in jurisdictions other than the United State of America. If you access our Company Services from outside of the United States, please be aware you are responsible for compliance with any applicable laws. To the extent any applicable local laws prohibit your viewing and use of the Company Services, you may not view or use the Company Services. Any use of the Company Services is at your own risk, and you must comply with all applicable laws, rules, and regulations in doing so. We may limit the availability of the Company Services at any time, in whole or in part, to any person or geographic area that we choose.

## **Privacy Policy**

We realize that you are concerned about how the information you provide online will be used. We have a Privacy Policy that discloses what information we collect about you, how we use such information, the steps we take to secure such information, how you can view and correct such information and how you can decline to have such information about you collected or used. The

Privacy Policy is available through the Company Services and is incorporated herein by this reference. Please read our [Privacy Policy](#) for more details.

## **Jurisdiction**

This Agreement and its terms shall be governed and construed in all respects by the laws of the United States (including federal arbitration law) and the State of Maryland, without regard to principles of conflict of laws and without application of the Uniform Computer Information Transaction Act and the United Nations Convention of Controls for International Sale of Goods. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Company Services, and/or your purchases of products and/or services through the Company Services must be filed within one (1) year after such claim or cause of action arose or be forever barred, and you expressly waive any other statute of limitation which otherwise may apply. You agree to submit to the exclusive jurisdiction of the state courts located in the State of Maryland or the United States District Court located in the State of Maryland for resolution of any dispute, action or proceeding arising in connection with this Agreement. **YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO TRIAL BY JURY IN ANY SUCH DISPUTE, ACTION OR PROCEEDING.**

## **Intellectual Property Notice**

Pursuant to the Digital Millennium Copyright Act, we have designated the person listed below as our agent (“IP Agent”) to receive notifications of alleged copyright or other intellectual property infringement by our Company Services. We respect the intellectual property of others, and ask our users to do the same. If you believe that your work has been copied in a way that constitutes infringement, or your intellectual property rights have been otherwise violated, please provide our IP Agent the following information (the “IP Notice”): (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of where the material that you claim has been infringed is located within the Company Services; (d) your address, telephone number and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the information in your IP Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

Our IP Agent for transmitting the IP Notice for claims of copyright or other intellectual property infringement can be contacted at:

**IDI, LLC**  
2915 Olney Sandy Spring Road  
Unit D  
Olney, MD 20832  
Att: IP Agent  
E-mail Address [ipagent@idiinventory.com](mailto:ipagent@idiinventory.com)

## **Additional Fees**

You shall immediately notify us in writing if you or your Organization knows or has reason to believe that you and/or your Organization has been or will be required, as a result of activity arising out of or related to this Agreement or the services contemplated hereunder by any court or administrative agency of the United States or any state or by any legal process to respond to any subpoena, search warrant, discovery or other directive under the authority of such court, administrative agency, governmental inquiry or process in connection with any proceeding or investigation in which you or any of your or your Organization's affiliates, qualified administrators, officers, directors, agents, employees, or subcontractors is involved. Whether or not such notice is given by you, you shall directly assist us in our attempt to reduce the burdens of compliance with any such directives, and you shall reimburse any and all reasonable expenses incurred by us and/or our affiliates or qualified administrators in complying with any such directive, including, but not limited to, attorneys' fees and travel and lodging expenses in responding to such matters.

## **Order of Preference**

This Agreement governs your use and access to the Company Services. This Agreement does not modify, alter or amend any other agreement you have entered or will enter into with us. To the extent that any provision of this Agreement, or any supplemental agreement offered as any part of any registration for additional services within our Company Services, conflicts with any provision found in any other agreement between your and us or between your Organization and us (including, but not limited to, an IDI License Agreement), the terms and conditions of such other agreement shall, take precedence over the conflicting term(s) and conditions of this Agreement.

## **Links to Other Web Sites & Services**

We may allow access to third-party information, products services and other materials, including Submissions (collectively, "Third Party Materials"), and including via links. We do not control or endorse, and are not responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials at any time. In addition, the availability of any Third Party Materials through the Company Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider. Such third parties may have a privacy policy and/or terms of services that are different from ours and may provide less security than us. Notwithstanding anything to the contrary herein, we are not responsible or liable for any such differences or discrepancies within the Third Party Materials.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR SOLE RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICY OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

## **Revisions and Consents**

We reserve the right to revise the terms and conditions of this Agreement at any time and for no or any reason whatsoever. We also reserve the right to make changes at any time, without notice or obligation, to any of the information, products or services contained on or offered through the Company Services. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions shall be effective immediately and incorporated in this Agreement upon notice thereof, which may be given by any reasonable means, including, but not limited to, posting such changes within the Company Services or via electronic notice as described above. By continuing to use the Company Services, you acknowledge and agree that you shall be bound by any such revisions. Accordingly, you should periodically review the terms and conditions of this Agreement.

## **Forward-Looking Statements**

The Company Services may make forward-looking statements concerning our future performance. Such statements are subject to risks and uncertainties that may cause our actual performance to differ materially from that set forth in such forward-looking statements. Words such as “believe,” “expect,” “anticipate,” “intend,” or similar expressions are intended to identify forward-looking statements. Such statements speak only as of the date on which they are made. We undertake no obligation to update publicly or revise any such statements. Factors that could cause our actual financial and other results to differ materially from those projected by us in forward-looking statements include, but are not limited to, competition, economic conditions, delinquencies and credit losses, interest rate increases, availability of funding and securitization, customer behavior, new products and markets, growth, legal and regulatory.

## **Entire Agreement**

This Agreement constitutes the entire agreement between you and us with respect to the subject matter addressed herein, and governs your access to and use of the Company Services, superseding any prior agreements between you and us relating to such subject matter, but this Agreement may be supplemented by any other agreement you enter into with us pursuant to your enrollment and/or participation in other features of the Company Services.

## **Arbitration**

Except for actions by the Company arising from non-payment of the charges, and requests for injunction or other extraordinary relief, each of which may be pursued in a court of law having competent jurisdiction, any dispute arising out of or in connection with the relationship of the parties and/or this Agreement shall be resolved by binding arbitration conducted by an arbitrator.

To commence arbitration, the party desiring arbitration shall notify the other party in writing of its desire to arbitrate, which shall include a brief description of the disputes and/or issues to be arbitrated (“Arbitration Notice”). If the parties are unable to mutually agree upon the selection of the arbitrator within thirty (30) days of the Arbitration Notice, then one shall be appointed and the arbitration shall be conducted pursuant to Title 3, Subtitle II of the Courts and Judicial Proceedings Article, Annotated Code of Maryland. The arbitration proceedings shall be conducted in Montgomery County, Maryland. The arbitrator shall not contravene or vary in any respect any of the terms and provisions of this Agreement. The award of the arbitrator shall be final and binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, and a judgment upon such award shall be entered in any court having jurisdiction. In any proceeding, whether in court or in arbitration, the court or arbitrator may award to the prevailing party, as a recovery from the other party, all expenses, including, but not limited to, reasonable attorneys’ fees and/or the arbitrator’s fees incurred in instituting or defending such action.

YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON ANY INDIVIDUAL BASIS; CLASS ARBITRATION AND CLASS ACTIONS ARE NOT PERMITTED AND YOU AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN CLASS ACTION.

## **General Provisions**

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions of this Agreement. You agree that if any part of the terms and conditions of this Agreement are found to be unenforceable, then the remainder of the terms and conditions of this Agreement will remain in full force and effect. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. This Agreement is between you and us. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.”

Our failure to insist upon or enforce strict performance of any provision of the terms and conditions of this Agreement shall not be construed as a waiver of any other provision, term or right set forth herein. Neither the course of conduct between the parties nor trade practice shall act to modify any of the terms and conditions of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you. You may not assign, transfer and/or sublicense this Agreement or the rights granted herein to you to any party without our prior written consent. The section headings used in this Agreement are for convenience only and have no legal or contractual effect. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Neither party will be responsible for any failure to fulfill any obligation due to any cause beyond its control.

## **Information or Complaints**

If you have a question or complaint regarding the Company Services, please contact us immediately at [\*\*support@idiinventory.com\*\*](mailto:support@idiinventory.com) or via our contact us form located at [\*\*https://idiinventory.com/contact-us/\*\*](https://idiinventory.com/contact-us/). Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## **Print this Agreement**

For record keeping purposes, we encourage you to print this Agreement and the ancillary documents described herein.

You agree that this Agreement, combined with your act of using the Company Services offered have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print this Agreement.

Last Updated: December 17, 2021