

# LANYON WEBSITE AND SERVICE TERMS OF USE

Last Updated: March 01, 2010

We appreciate your use of the Lanyon website ("Site") and associated service offerings ("Service"), which are made available by Lanyon ("Provider"). PLEASE READ THESE TERMS OF USE (THIS "AGREEMENT") CAREFULLY. BY ACCESSING OR USING THE SITE OR SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE THE SITE OR THE SERVICE. If you are using the Site on behalf of any entity, you further represent and warrant that you are authorized to accept this Agreement on such entity's behalf.

## REGISTRATION DATA AND ACCOUNT SECURITY

In consideration of your use of the Site, you represent, warrant, and agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information you provide to Provider, to keep it accurate, current and complete; (c) maintain the confidentiality and security of your password and user name; (d) notify Provider immediately of any unauthorized use of your account or other breach of security; and (e) accept all responsibility for any and all activities that occur under your account.

Only one individual may access the Site at the same time using the same user name. You agree to notify us immediately of any unauthorized use of your email address or user name or any other breach of security regarding the Site of which you are aware.

## INTELLECTUAL PROPERTY AND USE OF CONTENT

You acknowledge that all intellectual property rights associated with the Site, the Service and Content, including but not limited to associated software and the Site's overall look and feel and design, are owned solely by Provider, its affiliates and/or its third party licensors. You agree to comply with any additional copyright notices,

information, and restrictions applicable to any Content available on or accessed through the Service.

Provider grants you, according to your Service level and account standing, the non-exclusive, limited right, with a standard web browser not supplied by Provider, to use the Service and the text, information, software, images, and other material contained on or made available in connection with the Service, including but not limited to your Customer Data (collectively, the "Content").

You agree to access the Site or Service only through the interface that is provided by Provider for use in accessing the Site. You agree not to use any automated means, including but not limited to agents, robots, scripts, spiders, and screen scraping tools, to access, monitor, download or copy any part of the Site or its Content, unless Provider has provided prior written consent.

You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Content, in whole or in part, except as expressly permitted in this Agreement. Content consisting of or containing software may not be reverse engineered. Provider reserves all rights not expressly granted in this Agreement.

## **RULES OF CONDUCT**

You agree that you will not, directly or indirectly, perform or assist in any of the following actions as they relate to the Site or the Service:

- a. Engage in or facilitate any illegal activity;
- b. Damage or disrupt performance of any computer, system or network used to provide the Service;
- c. Interfere with other users;
- d. Data mine, store, or collect our Content or personal information about other users;
- e. Circumvent or compromise security or authentication associated with any Service;
- f. Modify or attempt to compromise any Content (except that you may modify Policies downloaded by you in accordance with the terms above);

- g. Post, email, or distribute any inappropriate, unlawful, defamatory, libelous, harassing, indecent, or obscene content;
- h. Post, email, or distribute files that contain viruses, malware, trojan horses, spyware, or other harmful files or corrupted data;
- i. Violate the rights of others, such as infringing any copyright, trademark, patent, or trade secret;
- j. Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- k. Resell any Content or use of the Service or access to the Service, or otherwise use Content to provide the same or similar Service to third parties;
- l. Solicit subscribers or members to join another online information Service that is competitive with the Site;
- m. Use the Service for any commercial purpose, including advertising or solicitation of funds or goods and Service; or
- n. Manipulate or otherwise display the Site or the Content by using framing or similar navigational technology;

You represent and warrant that you will comply with all applicable laws and regulations in connection with your use of the Site, the Service, and the Content, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from the United States or the country in which you reside.

## TERMINATION

In the event Provider determines, in its sole discretion, that you have violated this Agreement, Provider may immediately suspend or terminate your access to the Site and Service without prior notice to you, and pursue any other remedies available to it under applicable law.

## PRIVACY POLICY

All of the information that we collect from you on the Site or through the Service is subject to our Privacy Policy. Notwithstanding anything to the contrary herein or in the Privacy Policy, you agree that Provider may use your name in a list of customer names on Provider's web site and other marketing literature. You may deliver Provider a written notice if you would like to remove your name from any such list.

## INDEMNIFICATION

You agree to defend, indemnify and hold harmless Provider its owners, affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, suits, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your use or inability to use the Site, your breach or alleged breach of this Agreement or of any representation or warranty contained herein, your unauthorized use or distribution of the Content, or your violation of any rights of any third party.

## DISCLAIMER

THIS SITE, THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" AND PROVIDER AND ITS OWNERS, DIRECTORS, EMPLOYEES, CONTENT PROVIDERS, AGENTS AND AFFILIATES EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY THAT THE SITE OR THE CONTENT IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

## LIMITATION OF LIABILITY

IN NO EVENT SHALL PROVIDER, ITS OWNERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, THE SERVICE, OR THE CONTENT, OR MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, OR DESTRUCTION. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF

PROVIDER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SITE EXCEED ANY COMPENSATION YOU PAY FOR ACCESS TO OR USE OF THE SITE.

## MISCELLANEOUS

Provider shall have no liability for any failure or delay resulting from any condition beyond the reasonable control of Provider, including but not limited to governmental action or acts of terrorism, war, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

## CHANGES TO TERMS

Provider reserves the right to change or replace this Agreement or any policy or guideline on the Site, at any time. When we make changes, we will revise the "last updated" date at the top of this Agreement. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes.

## QUESTIONS AND CONTACT INFORMATION

Questions or comments about the Site may be directed to [admin@Lanyon.com](mailto:admin@Lanyon.com) or 817.226.5656.