

## **TERMS OF USE**

Last Updated February 2017

Welcome to EigenRisk! EigenRisk, Inc. (“EigenRisk,” or “we,” “our,” or “us”) provides you access to our website (the “Website”) subject to the following terms and conditions (“Terms of Use”). BY BROWSING THE PUBLIC AREAS OR BY ACCESSING AND USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY, WHICH ARE HEREBY INCORPORATED INTO THESE TERMS OF USE BY REFERENCE (COLLECTIVELY, THE “AGREEMENT”). IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THE AGREEMENT, THEN PLEASE DO NOT ACCESS OR USE THE WEBSITE.

If you accept or agree to the Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Access to, and usage of EigenPrism, our proprietary, cloud-based risk analytics and modeling platform (the “Platform”) is governed by our Master Subscription Agreement (for our subscribers) and by our Terms of Use – Guest User (for our guests).

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the Website or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modification on the Website or provide you with notice of the modification at the last email address you gave us. By continuing to access or use the Website after we have posted a modification on the Website or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Website.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

### **1. ELIGIBILITY**

The Website is available only for individuals aged 16 years or older. If you are 16 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any portion thereof, without notice and without reason.

### **2. DESCRIPTION AND USE OF THE WEBSITE**

We provide visitors to the Website with access to the Website as described in this Agreement. No login is required for visitors. Visitors can view all publicly-accessible content on the Website and e-mail us.

### **3. OWNERSHIP**

The Website is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, EigenRisk and its licensors exclusively own all right, title, and interest in and to the Website, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Website.

#### **4. GUIDELINES**

By accessing and/or using the Website, you hereby agree to comply with the following guidelines:

- You will not use the Website for any unlawful purpose;
- You will not access or use the Website to collect any market research for a competing businesses;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Website;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Website;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Website;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Website, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not interfere with or attempt to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website through hacking, password or data mining, or any other means.

We reserve the right, in our sole and absolute discretion, to deny you (or any device) access to the Website, or any portion thereof, without notice.

#### **5. FEEDBACK**

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Website and our services (“Feedback”). With respect to any Feedback you provide, we shall be free to use and disclose any ideas, concepts, know-how, techniques, or other materials contained in your Feedback for any purpose whatsoever, including, but not limited to, the development, production and

marketing of products and services that incorporate such information, without compensation or attribution to you.

## **6. NO WARRANTIES; LIMITATION OF LIABILITY**

THE WEBSITE AND OUR SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITE OR THE SERVICES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

## **7. EXTERNAL SITES**

The Website may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **8. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **9. COMPLIANCE WITH APPLICABLE LAWS**

The Website is based in the United States. We make no claims concerning whether the Website may be viewed or be appropriate for use outside of the United States. If you access the Website from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## **10. TERMINATION OF THE AGREEMENT**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and your and any device's access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

## **11. CONTROLLING LAW; EXCLUSIVE FORUM**

The Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of New York, Borough of Manhattan for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to, objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement

## **12. MISCELLANEOUS**

If the Agreement is terminated in accordance with the Termination provision above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Ownership," "Feedback," "No Warranties; Limitation of Liability," "Indemnification," "Compliance with Applicable Laws," "Termination of the Agreement," "Controlling Law; Exclusive Forum," and "Miscellaneous."

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, the Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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