

# Terms and Conditions of Use

*Effective May 23, 2018*

These Terms and Conditions of Use (the "Terms of Use") and any documents referred to herein, apply to iSpring Solutions, Inc. ("iSpring Solutions") web site (the "Site") located at [www.ispringsolutions.com](http://www.ispringsolutions.com)

Please read this Terms of Use attentively before using the Site.

Using the Site will be considered that you accept these Terms of Use and agree to adhere to a policy. IF YOU DO NOT AGREE TO THIS TERMS OF USE, OUR PRIVACY POLICY AND/OR COOKIE POLICY, YOU MUST NOT USE THE SITE.

## **Use of the Site**

iSpring Solutions grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site in accordance with this Terms of Use.

All program software, text, artwork, graphs, charts, reports, computer code and etc. (collectively, the "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is destined to your personal, non-commercial using. The Content published on this Site may be reproduced, distributed or incorporated into any information retrieval system, electronic or mechanical in unmodified form for personal non-commercial use only. The use of press releases and other documents classified as public is permitted in public communications if the source for the information has been stated.

You may not change the Content of this Site, do not copy, reproduce, create derived works and save the Content; you cannot make a demonstration, publish and spread other way any Content with commercial purpose. In addition, you may not place any part of the Content at net forums, conferences, third-party Web sites and inscribe it in mailing list without direct preliminary written consent of iSpring Solutions. In any case when you need iSpring Solutions consent you may write to [iSpring Support](#).

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You agree that iSpring Solutions may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to iSpring Solutions, for which monetary damages would be inadequate, and you consent to iSpring Solutions obtaining any injunctive or equitable relief that iSpring Solutions deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies iSpring Solutions may have at law or in equity.

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### **Privacy Policy and Cookie Policy**

In addition to these Terms of Use, your use of this Site is also governed by the following documents:

1. Our [Privacy Policy](#), which governs our use of your personal information. It sets out the types of personal information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances, and for what reasons, and any other relevant information relating to our use and/or processing of your personal information and your rights in relation to your personal information.
2. Our [Cookie Policy](#), which governs our use of cookies and similar technologies on our Site. It sets out the types of cookies we use, the purposes for which we use them, the circumstances in which we may place cookies on your computer, device, or browser, and other relevant information relating to cookies.

By accessing and using the Site you agree to be bound by the terms and conditions contained in these Terms of Use, you consent to our processing of your personal information in accordance with our Privacy Policy, and you consent to our use of cookies in accordance with our Cookie Policy. If you do not consent to the practices set out in these Terms of Use, our Privacy Policy and/or our Cookie Policy, you must not use the Site.

### **Use of Communication Services**

The Communication Services may contain e-mail services, forums, communities, and/or other message or communication facilities designed to enable you to communicate with others. You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

1. Use the Communication Services in connection with junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
3. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
4. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
5. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
6. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
7. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
8. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
9. Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
10. Restrict, prevent or inhibit any other user from using and enjoying the Communication Services.
11. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
12. Harvest or otherwise collect information about others, including e-mail addresses.
13. Violate any applicable laws or regulations.
14. Create a false identity for the purpose of misleading others.
15. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

iSpring Solutions has no obligation to monitor the Communication Services. However, iSpring Solutions reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. iSpring Solutions reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

## **Availability of the Site**

iSpring Solutions makes no representations and provide no warranties that:

1. the Site will be made available at any specific time or from any specific geographical location;
2. your access to the Site will be continuous or uninterrupted; or
3. the Site will be accessible or optimized on all browsers, computers, tablets, phones or viewing platforms.

iSpring Solutions reserves the right to do any of the following, at any time, without notice:

1. to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason;
2. to modify or change the Site, or any portion of the Site, and any applicable policies or terms;
3. to modify, change or delete any Content, or any portion of the Content appearing on the Site;
4. to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## **Changes to these Terms of Use and other documentation**

iSpring Solutions reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, Privacy Policy, Cookie Policy and any other documentation referred to in any of these documents at any time for any reason.

By continuing to access the Site after we have updated our Terms of Use, our Privacy Policy and/or our Cookie Policy, you agree to be bound by that updated version.

It is your responsibility to check these Terms of Use and all other documentation referred to in them each time you access our Site in order to ensure that you are aware of the terms that apply to you at that time.

The date that these Terms of Use and or any other documents (including our privacy policy and cookies policy) were last amended is set out at the top of that document and is described as that document's "effective date".

## **Links to the Third Party Sites**

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under control of iSpring Solutions, and iSpring Solutions is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

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## **Unlawful or Prohibited Use**

You must not use this Site with unlawful purpose. You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You may not use this Site in any manner that could damage, disable, overburden, or impair this Site, or that interferes with any third party's use and enjoyment of this Site. You agree that you will not modify or cause to be modified any files that are available on the Site. You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. Any attempt by you to damage or undermine the legitimate operation of the Site is a violation of criminal and civil laws and, should such an attempt be made or assistance for such an

attack be provided, iSpring Solutions reserves the right to seek damages from any such user to the fullest extent permitted by law. iSpring Solutions reserves the right to bar any such activity.

### **Indemnity**

You agree to indemnify and hold iSpring Solutions, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against iSpring Solutions by any third party due to or arising out of or in connection with your use of the Site.

### **Disclaimers**

iSpring Solutions does not promise that the Site or any Content, service or feature of this Site will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the site will provide specific results. The Site and its Content are delivered on an "as-is" and "as-available" basis. All information provided on the Site is subject to change without notice. iSpring Solutions cannot ensure that any files or other data you download from the Site will be free of viruses or contamination or destructive features. iSpring Solutions disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. iSpring Solutions disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Site and/or any iSpring Solutions services. You assume total responsibility for your use of the Site and any linked sites. Your sole remedy against iSpring Solutions for dissatisfaction with the Site or any Content is to stop using the Site or any such Content. This limitation of relief is a part of the bargain between the parties.

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### **Our policy towards children**

The Site and any products or services available on or via this Site are not intended for use by individuals under 16. We do not knowingly collect personal information from children under 16. If we become aware that a child under 16 has provided us with personal information, we will take steps to delete such information. If you become aware that a child has provided us with personal information, please contact our support services.

### **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Site, including all disputes, shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between iSpring Solutions and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

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