Web Site Copyright & Disclaimer

Copyright ©2018 SimplyAnalytics, Inc. All Rights Reserved.

This site (the "Web Site") is made available by SimplyAnalytics, Inc. ("The Company"). All content, information and software provided on and through the Web Site ("Content") may be used solely under the following terms and conditions ("Terms of Use").

YOUR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD IMMEDIATELY DISCONTINUE YOUR USE OF THIS SITE.

- 1. Web Site License. As an end user of this Web Site you are granted a nonexclusive, nontransferable, revocable, limited license to access and use the Web Site and Content in accordance with these Terms of Use. The Company may terminate this license at any time for any reason.
- 2. Limitations on Use. The Content on this Web Site is for personal use only and not for commercial exploitation. You may not print, download, copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Web Site, except to the extent permitted below. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Web Site or its Content. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, or other automatic or manual device or process to monitor or copy the Web Site or the Content without The Company's prior written permission. You may use this site for personal, non-commercial use only unless your organization has been granted permission to do so otherwise by The Company. Authorized users may, in accordance with the copyright laws of the United States search, view, retrieve display and print off copies of any parts of the content. In addition, authorized users may electronically save and distribute limited portions of the content in print or electronic form to themselves or other subscribers of this Web Site.
- 3. Registration. You agree to supply The Company with accurate and complete registration information. It is your responsibility to inform The Company of any changes to that information. You are responsible for maintaining the confidentiality of your account number and/or password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you.
- **4. Errors and Corrections**. The Company does not represent or warrant that the Web Site will be error-free, or that defects will be corrected. The Company does not warrant or represent that the Content and any information available on or through the Web Site will be correct, accurate, timely, or otherwise reliable and is not responsible for and assumes no liability for any third-party content. The Company may make changes to the Content or the Web Site at any time.
- 5. **DISCLAIMER.** THE WEB SITE AND THE CONTENT IS PROVIDED ON AN "AS-IS" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES,

INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO: (A) ANY ERRORS IN OR OMISSIONS FROM THIS WEB SITE AND THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS; (B) ANY THIRD-PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS WEB SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM; (C) YOUR USE OF THIS WEB SITE; OR (D) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE WEB SITE.

- 6. LIMITATION OF LIABILITY. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE WEB SITE OR THE CONTENT. THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WEB SITE OR THE CONTENT.
- **7. Unlawful Activity**. The Company reserves the right to investigate complaints or reported violations of the Terms of Use and to take any action we deem appropriate.
- **8. Remedies for Violations**. The Company reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address to The Company's Web sites and their features.
- 9. Dispute Resolution. The parties agree that any controversy or claim arising out of or relating to this License, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 10. Privacy. Your use of the Web Site is subject to The Company's Privacy Policy.
- 11. Severability of Provisions. These Terms of Use incorporate by reference any notices contained on the Web Site and the Privacy Policy. These terms constitute the entire agreement with respect to access to, and use of, the Web Site. If any provision of these Terms of Use is unlawful, void or unenforceable, or conflicts with the Terms of Use then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.
- **12. Modifications to Terms of Use**. The Company reserves the right to change these Terms of Use at any time. Updated versions of the Terms of Use will appear on this

Web Site and are effective immediately. You are responsible for regularly reviewing the Terms of Use. Continued use of the Web Site after any such changes constitutes your consent to such changes.

If you have any questions about these terms, please contact us at lnfo@simplyanalytics.com.

© Copyright 2018, SimplyAnalytics, Inc. All rights reserved.