

## Terms of Use

These Terms of Use cover the use of RiskMatch.com and certain RiskMatch products.

These Terms of Use were last revised on December 6, 2017.

Welcome to the RiskMatch.com Website (the "Website"). These Terms of Use ("Terms") are a legal agreement between you and RiskMatch, LLC. ("RiskMatch"). Use of and access to the Website is subject to your compliance with these Terms, so please read these carefully before using our Website.

BY ACCESSING AND USING THE WEBSITE IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE TERMS, DO NOT USE THE WEBSITE IN ANY MANNER. If you are using the Website on behalf of your employer, you represent that you are authorized to accept these Terms on your employer's behalf.

### MODIFICATIONS TO THE TERMS OF USE

RiskMatch may change, modify, update, add or remove portions of these Terms at any time. Please check these Terms periodically for changes. Your continued use of the Website following the posting of any changes will signify your acceptance of those changes.

### SECURITY POLICY

RiskMatch has security measures in place to protect the loss, misuse and alteration of the information under RiskMatch's control. These security measures are described in our privacy statement.

Although RiskMatch has taken the steps described in our privacy statement to ensure that your personal information is delivered and disclosed only in accordance with our privacy statement, RiskMatch cannot and does not guarantee that the personal information you provide will not be intercepted by others and decrypted.

### PRIVACY STATEMENT

RiskMatch respects your desire for privacy. RiskMatch's privacy statement can be found at [www.RiskMatch.com/privacy-policy](http://www.RiskMatch.com/privacy-policy). By using the Website, you are consenting to the terms of our privacy statement.

### USE OF MATERIALS AND SOFTWARE

Through its Website, RiskMatch provides you with access to a variety of resources including product and service information.

All materials provided on the Website, including but not limited to information, documents, products, logos, graphics, sounds, images, demo software or other software, and services, if applicable ("Materials"), are provided either by RiskMatch or by others and may be copyrighted. RiskMatch hereby grants you limited permission to use RiskMatch provided Materials on the Websites subject to the terms and conditions of this Agreement provided the use of such Materials is solely for your own informational use. Unless stated with the Materials,

none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of RiskMatch and/or the appropriate owner.

In the event you download software, such as demo software, from the Website as explicitly permitted by terms included with such software, the software, including any files, images incorporated or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by RiskMatch and/or Third Party Providers ("Third Party Providers"). The Software may be used in accordance with any license terms provided with the Software. In the event no license terms are provided with RiskMatch provided Software, RiskMatch grants to you a non-exclusive, revocable, personal, non-transferable limited license to use such Software solely for your own personal use subject to the terms and conditions of this Agreement. RiskMatch and/or the Third Party Providers do not transfer title to the Software to you. You own the medium on which the downloaded Software is recorded, but RiskMatch and/or the Third Party Providers retains full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

Any unauthorized use of any Materials contained in these Websites may violate copyright laws, trademark laws, the laws of privacy and publicity, communications regulations and statutes, or other applicable law.

## RULES OF CONDUCT

While using the Website you agree that you will not use the Website (i) for any purpose that is unlawful or prohibited by these Terms, or (ii) in any manner that could damage, disable, overburden, or impair any RiskMatch server, or the network(s) connected to any RiskMatch server, or interfere with any other party's use and enjoyment of the Website.

There are blogs and may be other discussion groups, chat areas, bulletin boards, feedback areas, or other areas where you are able to participate on this Website ("Forums"). The content posted on such pages do not reflect the views or opinions of RiskMatch or its affiliates. Your use of the Website and the Forums is conditioned on your compliance with the Rules of Conduct set forth in this section.

You agree that you will not use the Website or any Forums offered on the Website to post, upload or distribute any of the following:

- Material which infringes upon the copyright, trademark, patent, trade secret or other proprietary rights of third parties; or the rights of publicity or privacy or other personal rights of third parties.
- Multimedia content of any kind, such as photographs, audio and video files, except when invited to do so by RiskMatch.
- Promotion of any activity that may be found illegal at the local, state or federal level.
- Offensive language, such as profanities and expletives; sexually explicit or pornographic material; hate speech; defamatory, abusive, threatening or harassing speech; or racial, religious or personal attacks of any kind.

- Commercial or promotional content or solicitations of any kind, including but not limited to graphic and text advertisements, chain letters, spam offers, surveys, contests, or any clear promotion of commercial interests beyond appropriate discussion of Website content.
- Content that is untrue, inaccurate, deliberately misleading, or libelous.
- Any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
- Encrypted content or content that can be demonstrated to contain encoded messages.
- Content in any language other than English if an accurate, reliable translation can reasonably be acquired.
- Identifiable impersonations of another individual, by false representations, by creating a misleading screen name that misrepresents the poster's identity in an identifiable fashion, or by utilizing another individual's account to post, with or without that individual's knowledge.
- Content that violates any law, rule or regulation.
- Links to or descriptions of goods and services that are prohibited under these terms of service.

In addition to the limitations above, you may not use the Website to:

- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website (including any content, Software and other Materials available through the Website).
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website (including any content, Software and other Materials available through the Website), except as and solely to the extent expressly authorized under applicable law overriding any of these restrictions.
- Remove any copyright, trademark or other proprietary rights notice from the Website or content, Software and other Materials originating from the Website.
- Frame or mirror any part of the Website without RiskMatch's express prior written consent.
- Use any robot, spider, Website search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website.

Any failure to comply with the Rules of Conduct set forth in this Section may result in termination of your access to the Website pursuant to the Termination section below.

#### LICENSE OF POSTED MATERIALS

By uploading, emailing, posting, publishing or otherwise transmitting content to any Forum or submitting any content to the Website (each, a "Submission"), you acknowledge that such Submission is non-confidential and you automatically grant (or warrant that the owner of such rights has expressly granted) to RiskMatch a perpetual, royalty-free, fully paid-up, irrevocable, nonexclusive, sublicensable (through multiple tiers) right and license to use, reproduce, modify, adapt, publish, perform and display (whether publicly or otherwise), transmit and distribute such

Submission in any form, medium, or technology now known or later developed. In addition, you warrant that all so-called moral rights in the Submission have been waived. For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Website, comply with all applicable laws, rules and regulations.

#### MONITORING

You acknowledge and agree that RiskMatch reserves the right (but has no obligation) to do one or more of the following in RiskMatch's discretion, without notice or attribution to you: (i) monitor Submissions as well as access to the Website; (ii) alter, remove, or refuse to post or allow to be posted any Submission; and/or (iii) disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to operate the Website; to protect RiskMatch, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees, and the Website's users and visitors.

RiskMatch reserves the right at all times to disclose any information as RiskMatch deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in RiskMatch's discretion.

#### LINKS TO THIRD PARTY WEBSITE

The Website may contain links to third-party websites which are not under the control of RiskMatch, and RiskMatch is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. RiskMatch is providing these links to you only as a convenience, and the inclusion of any link does not imply that RiskMatch endorses or accepts any responsibility for the content on such third-party site.

#### WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, THE WEBSITE AND ALL INFORMATION, CONTENT, SOFTWARE, AND ANY OTHER MATERIALS ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND RISKMATCH HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND QUIET ENJOYMENT. RISKMATCH MAKES NO WARRANTY THAT THE WEBSITE OR ANY MATERIALS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, ACCESS TO THE WEBSITE OR ANY MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR RESULTS FROM THE USE OF THE WEBSITE OR ANY MATERIALS WILL BE ACCURATE OR RELIABLE.

#### LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT RISKMATCH SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, OR OTHER INTANGIBLE LOSSES (EVEN IF RISKMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE WEBSITE OR ANY MATERIALS, REMOVAL OR TERMINATION OF THE WEBSITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ERRORS OR OMISSIONS IN

CONTENT ON THE WEBSITE, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, OR ANY OTHER MATTER RELATING TO THE WEBSITE.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR ANY MATERIALS IS TO STOP USING THE WEBSITE AND ANY MATERIALS. THE MAXIMUM LIABILITY OF RISKMATCH FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO RISKMATCH TO ACCESS AND USE THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS IN THESE TERMS MAY NOT APPLY TO YOU.

#### GOVERNING LAW

You and RiskMatch agree that any claim or controversy at law or equity that arises out of these Terms or your use of the Website shall be governed by Colorado law (without regard to conflict of law provisions) and all claims and actions related hereto shall be brought in the appropriate state or federal court located in Denver County, State of Colorado.

#### INDEMNIFICATION

You shall indemnify, defend and hold harmless RiskMatch, its affiliates and their respective officers, employees and agents from any and all claims, demands, damages, costs and liabilities, including reasonable attorneys' fees, made by any third party due to or arising out of your acts or omissions arising out of your use of the Website.

#### TERMINATION

You agree that RiskMatch may, in its sole discretion, at any time for any reason or no reason, without notice, terminate your access to this Website, including if RiskMatch believes that you have violated or acted inconsistently with the letter or spirit of these Terms.

#### GENERAL INFORMATION

These Terms constitute the entire agreement between you and RiskMatch regarding this subject matter, and govern your use of the Website. The failure of RiskMatch to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect.