

# TERMS OF USE

## LB ANALYTICS LLC (dba iViu Technologies)

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### Acceptance Of The Terms Of Use

These Terms of Use set forth the terms and conditions of your use of the website [www.iviatech.com](http://www.iviatech.com) ("Website"), which is the property of LB Analytics, LLC, dba iViu Technologies ("Company"), including any content, functionality and offerings made available through the Website, that apply to you, the user ("User" or "you").

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to abide by these Terms of Use and our Privacy Policy, found at [www.iviatech.com/privacy-policy](http://www.iviatech.com/privacy-policy). If you do not want to agree to these Terms of Use or the Privacy Policy, you must exit the Website and immediately stop using the Website.

In certain instances, users of the Website have the option of registering an account with us and becoming a "Subscriber" or merely using the Website as a visitor without registering personal information with us. You should note however, that many of the features of the Website may require users to become Members. In other instances, Users of the Website can simply visit without registering personal information with us or may provide an email address or other information to us for notifications and email communications.

### Changes To The Terms Of Use

We may revise and update these Terms of Use from time to time in our sole discretion. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. All material changes will apply prospectively only. Your continued use of the Website following the posting of revised Terms of Use on the Website means that you accept and agree to the changes.

### Accessing The Website And Account Security

To use the Website, you represent and warrant that you are of legal age to form a binding contract with the Company and 18 years of age or older.

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend any Website we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including subscribers.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are responsible for ensuring that all persons who access the Website through your internet connection or device are aware of these Terms of Use, and that they comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures or in connection with the purchase of access to subscriber, member or Premium Access sections of the Website, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify Company of any unauthorized use of your user name or password or any other breach of security, and ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user identification code or password, whether chosen by you or provided by us, at any time, for any reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Use.

## **Intellectual Property Rights**

The entire contents of the Website (including all information, software, text, displays, images, video and audio) and the design, selection and arrangement thereof, are owned by the Company or its licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other intellectual property or proprietary rights.

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- Store copies of such materials temporarily in RAM.
- Store files that are automatically cached by your Web browser for display enhancement purposes.
- Print a reasonable number of pages of the Website for a permitted use.

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- Delete or alter any copyright, trademark and other proprietary notices appearing on such materials.

You must not reproduce, sell or exploit for any commercial purposes any part of the Website, access to the Website or use of the Website or any offerings or materials available through the Website without obtaining a license to do so from the Company or its applicable licensor. If you wish to make

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### **Company Trademarks**

The Company name, the Company logo and all related names, logos, product and Website names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, brands and marks are used for identification purposes only and are the trademarks of their respective owners.

## **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company or a Company employee, another user, or person or entity (including, without limitation, the use of e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-Website attack or a distributed denial-of-Website attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **Reliance On Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or user of the Website, or by anyone who may be informed of any of its contents.

## **Changes To The Website**

We may update the Website from time to time, but its content is not necessarily complete or up-to-date. We may change the Website at any time with or without notice. We may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## **Information About You And Your Visits To The Website And/Or Website**

We collect and use information about you in accordance with our Privacy Policy available at [www.iviutech.com/privacy-policy](http://www.iviutech.com/privacy-policy), notwithstanding certain exceptions stated in the Instructor Terms and Conditions (if applicable to you). By using the Website, you consent to such collection and use and you represent and warrant that all data provided by you is accurate.

## **Linking To The Website And Powered Sites**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

The Website and Powered Sites must not be framed on any other site, nor may you create a link to any part of the Website or a Powered Site other than the homepage.

The website from which you are linking must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

## **Links From The Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links from advertisers, including banner advertisements. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Legal Policies Relating To Use Of The Website**

### **1. Disclaimer Of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-WEBSITE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY WEBSITES, PREMIUM WEBSITES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY OFFERINGS, PREMIUM ACCESS OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY OFFERINGS, PREMIUM ACCESS OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY OFFERINGS OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY WEBSITES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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## **2. Limitation On Liability**

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY, ITS AFFILIATES AND ITS LICENSORS, WEBSITE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY OFFERINGS, PREMIUM ACCESS OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **3. Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates and licensors and their respective officers, managers, members, directors, employees, contractors, agents, licensors, suppliers and any affiliate of the foregoing from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Website, including, without limitation, any use of the Website's content, offerings, Premium Access and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

## **Governing Law And Jurisdiction**

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California (in each case located in the County of Los Angeles, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country). You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **Limitation On Time To File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR

AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **Waiver And Severability**

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **Entire Agreement**

The Terms of Use, Copyright Policy, Privacy Policy and Instructor Terms and Conditions (if applicable) constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website. Notwithstanding the foregoing, if you are an instructor, any conflict between these Terms of Use and the Instructor Terms and Conditions shall be resolved in favor of the Instructor Terms and Conditions.

## **Your Comments And Concerns**

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Thank you for using the Website.