

Terms and Conditions of Use

1. Restrictions on Use and Ownership.

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Any rights not expressly granted by these Terms and Conditions, or any applicable end user license agreements are reserved by CFG and/or its vendors and licensors.

We may, in our sole discretion and without prior notice, modify the Site, remove, or alter functionality, or cease provision of the Site at any time.

2. Copies of These Terms and Conditions; Updates.

You may print a copy of these Terms and Conditions using the print feature in your browser. We suggest retaining a copy for your future reference. You should be aware, however, that we may revise these Terms and Conditions at any time, and by your continued use of the Site, you agree to be bound by future revisions. It is your responsibility to periodically visit the “Terms and Conditions” link at the bottom of our home page to review the most current version of the Terms and Conditions. You may use your browser to print copies of any updated Terms and Conditions.

3. Restrictions.

You may not and will not allow any third party to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Site, except to the extent expressly permitted by applicable law; (ii) use the Site to develop a competing product or service; (iii) use the Site (a) for any purpose for which it was not designed, or (b) inconsistent with any online documentation we provide; and (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Site, or any other products or materials made available through the Site.

4. Limited Access Areas of the Site; Account Registration; Fees.

Certain areas of the Site require registration, establishment of an account (the **"Account"**), and the use of a username and password to access. You may also be required to accept certain additional terms of service and pay certain fees for access to those areas. All fees are exclusive of applicable sales, use, excise, and similar taxes. In the event of a conflict between these Terms and Conditions and any terms provided with your registration, the registration terms will govern. By registering, you represent and warrant (i) that you are of legal age to contract in your jurisdiction, (ii) if you are registering on behalf of your employer or other legal entity, that you have authority to enter into contracts on their behalf, and (iii) the registration information you provide is current, complete, and accurate. You are responsible for updating the registration information to ensure it continues to be current, complete, and accurate. CFG may accept or reject registration requests for the Site in CFG's sole discretion and may revoke registration and accounts at any time, without cause or prior notice. You are responsible for maintaining the confidentiality of your username and password and all activities conducted using your username and password. You will notify CFG immediately of any unauthorized use of your username or password and that you will, for security reasons, make sure that you exit from any activities on the Site at the end of each of your uses of the Site. CFG conclusively presumes that communications received from you through any Account you have created on the Site, as well as any orders submitted via the Site in your name, are accurate, complete, and authorized by you (or the person or the entity on whose behalf you place the order) as received by CFG. You agree not to contest the validity and binding legal effect of those communications.

5. Your License to Us.

You grant us a non-exclusive, world-wide, royalty-free license to use the documents, information, graphics, data, content, and other materials uploaded by you to the Site (the **"Content"**) for purposes of furnishing the Site to you and the services and functionality available through the Site. You are solely responsible for obtaining all rights, permissions, and authorizations to provide the Content to us for use as contemplated under this Section. Except for the license granted in this Section, nothing contained in these Terms and Conditions will be construed as granting us any right, title, or interest in your Content. You grant us a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty-free license to use, copy, distribute, and otherwise exploit statistical and other aggregated data derived from your use of the Site and the Content (the **"Aggregated Data"**) for our business purposes, including the provision of products and services to our customers; provided the Aggregated Data is combined with similar data from

our other customers and does not include (directly or by inference) any information identifying you or any identifiable individual. The Aggregated Data will not be considered confidential or proprietary to you.

6. Your Obligations.

You represent and warrant that you have all right, title, and interest necessary to post your Content to the Site and grant the rights provided above. You will not provide any Content that: (i) violates the intellectual property, privacy, publicity, or other rights of any individual or entity; (ii) is defamatory, obscene, threatening, harassing, or offensive; or (iii) violates any law, regulation, or rule. CFG may, but is not obligated to, monitor or review any areas of the Site where user Content may be made available, including, but not limited to, chat rooms, discussion areas, bulletin boards, and other user forums. CFG, however, will have no liability related to the Content or your access to or use of any other user's Content, whether or not arising under the laws of copyright, defamation, privacy, obscenity, or otherwise. CFG retains the right to remove, in its sole discretion, without notice, Content that includes any material it deems abusive, defamatory, obscene, illegal, or otherwise inappropriate.

7. Feedback.

You may provide suggestions, comments or other feedback (collectively, "**Feedback**") to us with respect to the Site and our products and services. Feedback is voluntary. We may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant us an irrevocable, non-exclusive, perpetual, world-wide, fully-paid-up, royalty-free license to use the Feedback in connection with our business, including the enhancement of our products and services.

8. Your Indemnity.

At CFG's option and request, you will, at your own expense, indemnify, defend, and hold CFG, its subsidiaries, and its affiliates, and its and their respective officers, directors, members, employees, agents, successors, co-branders, suppliers, and associates, harmless from and against any losses, costs, damages, fines, sanctions, liabilities, and expenses (including reasonable attorneys' fees and other court costs), arising out of your use of the Site or related to a third-party claim, action or allegation (i) based on or caused by unauthorized access to the Site through your account, (ii) based on your actual or alleged breach of these Terms and Conditions, (iii) based on your violation of any applicable law or regulation of any jurisdiction, or (iv) arising out of the Content. You may not enter into a settlement or stipulated judgment of the foregoing without CFG's prior written consent.

9. Acceptable Use.

You shall not to use the Site to:

Upload, post, e-mail or otherwise transmit any Content that is unlawful, harmful, threatening, intimidating, abusive, harassing, tortuous, defamatory, derogatory, vulgar, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically or otherwise objectionable;

Impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with a person or entity or create a false persona;

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site;

Upload, post, e-mail or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

Upload, post, e-mail or otherwise transmit any material that contains software viruses or worms, or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another user's usage, limit or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment;

Harvest screen names for any purpose;

Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; or

Upload, post, e-mail, distribute, deliver or otherwise transmit any bulk or unsolicited or unauthorized commercial e-mail, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

In our sole discretion and without notice, we may (i) remove any Content or other materials that violate or may violate the foregoing, and (ii) suspend or terminate your access to the Site.

10. Infringement Notices.

As provided in the Digital Millennium Copyright Act of 1998, we have designated the following individual for notification of potential copyright infringement regarding the Site:

