

## **Business Trends Forum**

### **Terms of Use**

The following User Agreement (“Agreement”) governs your (“You”, “Your”) use of the Business Trends Forum Panel (“Website”), provided by Decipher Inc. (“Service Provider”) and on behalf of its applicable operating subsidiaries and affiliates.

Please read the terms contained in this Agreement carefully before using this Website.

#### **1. ACCEPTANCE OF TERMS.**

You can access this Agreement any time at: [www.businessstrendsforum.com](http://www.businessstrendsforum.com). By using this Website, and agreeing to participate in a panel that provides advice about various technology products and services that is currently offered to the public or is a potential future offering, (the “Business Trends Forum Panel”), You are agreeing to the terms of this Agreement. We may change the terms of this Agreement at any time, so please check periodically to see whether it has changed. Your continued use of the Website and/or Your participation in the Business Trends Forum Panel will confirm Your consent to the terms that are posted at the time. Additional terms may be provided to You on the Website or by email for certain special features and activities, including a digital reward card that will be open to Business Trends Forum Panel members who respond to surveys.

When you agree to become a member of the Business Trends Forum Panel, You agree that we may send You surveys from time to time, seeking Your opinion about various technology products and services that are currently available or may be available in the future (“Surveys”). You understand that not all members of the Business Trends Forum Panel will receive every Survey request, and we are not obligated to send You any particular Survey. Special terms and conditions for each survey will be included in the Survey.

You must be 18 years old in order to join the Business Trends Forum Panel. Users under the age of 18 may not use the Website or provide any personal information to Business Trends Forum or Service Provider.

#### **2. PRIVACY AND CONFIDENTIALITY:**

A. When you join the Business Trends Forum Panel and participate in a Survey, the information you provide will be analyzed by the Service Provider. Business Trends Forum will maintain a list of members of the Business Trends Forum Panel, but Business Trends Forum will use the surveys only to learn more about use of products and services, not to learn about any individual. The Service Provider will collect survey responses and analyze them to help various companies improve its products and services. Business Trends Forum may ask the Service Provider to combine and analyze the survey responses of many members of the Business Trends Forum Panel, and We may use those combined (aggregated) responses in whatever way We wish. We may also use individual comments provided by members of the Business Trends Forum Panel and may make those comments public without identifying the person who provided them, including on this Website.

B. You agree that Business Trends Forum owns all the advice and information provided by members of the Business Trends Forum Panel. When You use this Website or become a member

of the Business Trends Forum Panel, You agree to assign to Business Trends Forum any rights, title and interest You may have in any information, ideas, content or materials You provide to Business Trends Forum through this Website or the Surveys.

C. When You agree to become a member of the Business Trends Forum Panel and participate in a Survey, You may learn about projects or plans that various companies have not made public. You agree that any information about any of these companies, their ideas, projects, business, and customers that you learn when you use this Website or participate in a Survey is the Confidential and Proprietary information and property of Business Trends Forum. You agree and understand that unless the information has been otherwise publicly disclosed, You must keep this information Confidential. You may not share it with anyone else.

### **3. REGISTRATION INFORMATION:**

A. At times you may be required to register and/or set up an account to use certain portions of the Website, the Surveys, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree that all Registration Information that You provide will be accurate and up-to-date. If any of your Registration Information changes, please update it as soon as possible through the Website.

B. If You register and/or set up an account on the Website, You will be responsible for protecting your Registration Information by keeping it confidential and secure. You may not authorize others to use Your Registration Information. You may not give, sub-license, transfer, sell or assign Your Registration Information and/or this Agreement to anyone else.

C. If You have reason to believe that your account is no longer secure, You must notify the Service Provider immediately and change Your Registration Information.

D. You may not use anyone else's Registration Information.

### **4. YOUR USE OF THE WEBSITE:**

A. The Website is intended for your personal use only. You may not authorize others to use the Website, and You are responsible for all use of the Website under Your Registration Information.

B. Please act responsibly when using this Website. You may only use this Website and its contents for lawful purposes. You may not store, distribute or transmit unlawful materials on or through the Website, or place on the Website any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, or invades anyone's privacy.

C. You may not collect or store personal information about other users through your use of the Website or participation in the Business Trends Forum Panel. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You understand that You are responsible for all material you upload, post, or otherwise transmit to or through this Website and the Surveys.

D. You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, worms and/or "Trojan horses" or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications or that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.

## **5. PROPRIETARY RIGHTS**

A. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Website, including without limitation, the "look and feel" of this Website, are protected under copyright, trademark and other proprietary (including but not limited to intellectual property) rights and are the property of the Service Provider or Business Trends Forum, or their affiliates, licensors and or third party service providers. You may not copy, rearrange, modify, use, or publish any part of the Website or the Surveys, or remove any advertising from the Website.

B. You are responsible for ensuring that any material you provide to the Website or in a Survey or elsewhere, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party, and if posted, is posted with the permission of the owner(s) of such rights.

C. You may not in any way make commercial or other unauthorized use, by publication, retransmission, distribution, performance, caching, or otherwise, of material obtained through the Website, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, Business Trends Forum, the Service Provider or the Website.

D. Service Provider respects the intellectual property of others, asks users of the Website and Surveys to do the same. Business Trends Forum or the Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users who infringe the intellectual property rights of others.

## **6. COMMENTS BY OTHERS**

A. The Service Provider and Business Trends Forum do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of the Service Provider or Business Trends Forum. You agree that the Service Provider and Business Trends Forum are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

## **7. INDEMNIFICATION:**

You agree to indemnify and hold harmless the Service Provider, Business Trends Forum and their respective directors, officers, shareholders, parents, subsidiaries, affiliates, agents, and licensors, from and against all losses, expenses, damages and costs, (including reasonable attorneys' and other legal fees and costs), arising out or relating to your breach of any of the provisions, representations or warranties in this Agreement, and/or from your use of the Website, including without limitation, your placement or transmission of any content onto the Website's servers; and loss of data; and/or from any and all use of your account in violation of this Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

#### **8. EDITING AND DELETIONS:**

Business Trends Forum and the Service Provider have the right, but not the obligation, to review, edit, move, or delete any material provided for display or placed on the Website or its bulletin boards, without notice.

#### **9. DISCLAIMER OF WARRANTY:**

THIS WEBSITE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT ON THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BUSINESS TRENDS FORUM, ITS AFFILIATES AND THE SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. BUSINESS TRENDS FORUM, ITS AFFILIATES AND THE SERVICE PROVIDER DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE. BUSINESS TRENDS FORUM, ITS AFFILIATES AND THE SERVICE PROVIDER DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### **10. LIMITATION OF LIABILITY**

BUSINESS TRENDS FORUM, ITS AFFILIATES AND THE SERVICE PROVIDER SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNATIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT; ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE; YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE;

UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA OR OTHER INFORMATION THAT IS SENT OR RECEIVED IN CONNECTION WITH THE WEBSITE; OR ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS, IN EACH CASE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. YOU HEREBY AGREE TO RELEASE BUSINESS TRENDS FORUM, ITS AFFILIATES AND THE SERVICE PROVIDER, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE.

**11. TERMINATION OR SUSPENSION OF ACCESS TO THE WEBSITE:**

Business Trends Forum has the right to terminate and/or suspend your ability to access the Website or any portion thereof, for any or no reason, or may prevent your use of this Website with or without notice to you. You agree that you do not have any rights in this Website and that neither Service Provider nor Business Trends Forum will have any liability to you if this Website is discontinued or your ability to access it is terminated.

**12. JURISDICTION:**

This Website is intended for viewing solely in the United States. Business Trends Forum and Service Provider make no representation that materials or other content in the Website are appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access the Website from other locations you do so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, as they are applied to agreements entered into and to be performed entirely within Pennsylvania. Any action You, any third party, Service Provider or Business Trends Forum may bring to enforce this Agreement or, in connection with any matters related to the Website shall be brought only in either the State or Federal Courts located in Philadelphia, Pennsylvania, and you expressly consent to the jurisdiction of said courts. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.