

ACBO's BINCERTIFIED.COM & FINDABIN.COM Websites Use Agreement

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- 3. ACBO, in its sole discretion, reserves the right to modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of any such changes will be posted on the Websites.
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 - a. are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, or indecent.
 - b. constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law or governmental regulation.
 - violate, plagiarize, or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right.
 - d. contain a virus or other harmful or destructive elements.

- e. contain any information, software, or other material of a commercial nature.
- f. contain advertising of any kind; or
- g. constitute or contain false or misleading indications of origin or statements of facts.
- 7. You hereby agree to defend, indemnify and hold harmless ACBO and all of its affiliates, officers, directors, agents, employees, information providers, affiliates, licensors and licensees from and against any and all liabilities, claims, penalties, losses, damages, cost and expense (including court costs and reasonable attorney's fees, expert fees, interest expense and amounts paid in compromise or settlement), suits or actions arising out of or resulting from any breach by you of this Agreement, including the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any claim.
- 8. The Websites may contain hypertext links and pointers to other World Wide Web Internet sites and resources operated and controlled by parties other than ACBO. Links to and from the Website to such third-party sites do not imply or constitute an endorsement by the ACBO of any third party material or content.
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- 10. The ACBO reserves the right to disclose any information as required by any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the ACBO's sole discretion are objectionable or in violation of this Agreement.
- 11. THE ACBO WEBSITES AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED ON AN AS IS BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ACBO MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEB SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE WEBSITES, FOR ANY HYPERTEXT LINKS TO THIRD PARTY WEB SITES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEB SITE OR ANY LINKED SITE. FURTHER, ACBO DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ACBO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEB SITES OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED, FREE FROM ERROR OR THAT DEFECTS WILL BE CORRECTED. ACBO SHALL NOT LIABLE FOR THE USE OF THE WEB SITES, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ACBO SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR ACCESS TO THE WEB SITE OR FOR ANY INFORMATION OBTAINED THROUGH THE WEB SITES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ACBO OR ANY OF ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THEREFORE THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

- 12. You agree to refrain from any illegal activity with relation to use of the Web Sites.
- 13. By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the Websites, you hereby grant to ACBO a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise fully exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against ACBO for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with such Communications.
- 14. You acknowledge that Communications involving the Websites are not confidential and that Communications may be read or intercepted by others. You acknowledge that by submitting Communications to ACBO, no confidential, fiduciary, contractually implied or other relationship is created between you and ACBO other than pursuant to this Agreement.
- 15. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. YOU HEREBY AGREE AND CONSENT THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF FLORIDA, COUNTY OF PALM BEACH.
- 16. ACBO is hereby entitled to cease use of the Websites at any times without notice.
- 17. This agreement constitutes the entire agreement between ACBO and you with respect to your use of and access to the Websites. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and ACBO with respect to the Websites. Use of the Websites is unauthorized in any jurisdiction that does not give effect to all of the terms and conditions of this agreement. Any cause of action you may have with respect to your use of and access to the Websites must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give legal effect to the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or the Websites to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by ACBO. The failure of ACBO to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor bar ACBO's right to enforce the provision.

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