

## Website Terms of Use

### 1. Acceptance of Terms of Use

Please review the following terms and conditions carefully. This Agreement (the “Terms of Use”) is a legally binding contract between you (“You” or “Your”) and Las Vegas Dissemination Company (“LVDC”). “We,” “Us”, “Our”). This agreement governs Your use of any website or webpage operated by LVDC and its affiliate companies, including any Site from which you access this Agreement (collectively, the “Sites”).

Through the Sites, LVDC offers access to certain services including client information.

You must read, agree with, and accept all of the terms and conditions contained in these Terms of Use governing the sale and delivery of Services and/or access to and use of the Services, and the **Privacy Policy** which includes those terms and conditions expressly set out below and those incorporated by reference, before you may become a registered visitor of Accounting.LVDC.com. By accessing the Sites and/or the Services, you agree to the terms and conditions as outlined in these Terms of Use. **If you do not agree to be bound by the Terms of Use, you are not authorized to use or access the Sites or the Services.**

Two types of users may access the Sites – browsers on the Sites that do not upload or download any information on the Sites or access any password-restricted Services and those authorized clients. Without limiting the foregoing, our password-restricted Services are not available to persons under 21 years of age. If You do not qualify, You are not authorized to use or access Our Sites or the Services.

LVDC reserves the right to change these terms and conditions and/or the Services from time to time at its sole discretion by posting such revised terms and conditions and/or Services on our websites. Your use of the Sites following any such change constitutes Your agreement to follow and be bound by the modified terms and conditions of these Terms of Use, if any.

Any permission granted herein terminates automatically without further notice if You breach any of the terms of this Agreement. Upon such termination, You agree to immediately destroy any downloaded and/or printed materials. Any unauthorized use of any material contained on this Site may violate domestic and/or international copyright laws, the laws of privacy and publicity, and communications regulations and statutes.

### 2. Passwords and Security

A client account is required to access certain portions of the Sites and/or Services and may be accessed and used only by those authorized individuals who are registered with LVDC. To open a user account, You must complete the registration process by providing LVDC with current, complete and accurate information as promoted by the applicable registration form. In registering for the Services, You agree to submit accurate, current, and completed information about You and Your organization, if applicable, and promptly update such information, if applicable. Should LVDC suspect that such information is untrue, inaccurate, not current, or incomplete, LVDC has the right, but not the obligation, to suspend or terminate Your access to the Sites or use of the Services and/or seek updated information from You.

Upon your initial log-in to the Services, You may be asked to choose a personal, non-transferable password; at that time, you may also be asked to provide confidential information of Your choosing (such as mother's maiden name, pet's name, etc.) to be used by LVDC to confirm Your identity in the event You make a request for Your lost or forgotten password. Such personal information is not shared with third parties except as provided in the **Privacy Policy** and is subject to the terms of the then-current **Privacy Policy** or the Sites.

We may use cookies to identify users when they register on the Sites. However, because user verification on the Internet is difficult, LVDC cannot and does not confirm each user's purported identity.

You are solely responsible for any and all activities that occur under Your account and for ensuring that You exit or log-off from Your account at the end of each session of use. If You are conducting this session on a public computer or are otherwise using a computer to which multiple people have potential access, be sure to follow all relevant instructions to ensure You are sufficiently disconnected and logged off the Sites and the computer system You are using to prevent unauthorized access to Your account with LVDC.

You agree to notify LVDC immediately of any unauthorized use of Your password or account or any other breach of security that is known or suspected by You. Client accounts cannot be "shared" or used by more than one individual.

### **3. Restricted Rights**

The materials on the Sites are provided with "Restricted Rights." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the U.S. Government constitutes acknowledgment of LVDC proprietary rights in them. No other governments are authorized to use the materials appearing on the sites without prior written permission from LVDC.

### **4. Product and Promotional Pricing and Availability**

LVDC will not be responsible for typographical or other errors or omissions regarding prices or other information. All product sales and promotions are subject to these Terms of Use. Promotional offers and prices are for a limited time or as specified. Prices and promotions are subject to these Terms of Use. Promotional offers and prices are for a limited time or as specified. Prices and promotions are subject to change without prior notice. Inventory and availability are subject to rapid change. In addition, employment opportunities on the Sites are subject to change without prior notice.

### **5. Your Conduct**

You agree not to:

a. upload, transmit, post, e-mail or otherwise make available to the Sites or the Services, any content or other material in any format that: (i) is false, inaccurate, misleading, fraudulent, unlawful (including, but not limited to, laws governing consumer protection, unfair competition, antidiscrimination, or false advertising), harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, libelous and/or otherwise objectionable; (ii) infringes any third party's intellectual property, whether a copyright, patent, trademark, trade secret, or other proprietary right or rights of

publicity or privacy; (iii) contains viruses, worms, Trojan horses, time bombs, cancelbots, easter eggs, corrupted files, or any other similar software or programs designed to interrupt, interfere, intercept, expropriate, destroy or limit the functionality of any data, personal information, computer software or hardware or telecommunications equipment;

b. alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing on the Sites or via the Services or contained in a file that is uploaded to the Sites or the Services;

c. impersonate any person or entity, including, but not limited to, an LVDC official or falsely state or otherwise misrepresent Your affiliation with a person or entity;

d. attempt, through any means, to gain unauthorized access to the Sites or the Services, or another user's account on the Sites and/or the Services;

e. use any robot, scraper, spider, other automatic device, or manual process to monitor or copy any information or content contained in the Sites and/or the Services without Our prior express written permission. Systematic retrieval of data or other content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory without Our prior written permission is prohibited;

f. take any action that imposes an unreasonable or disproportionately large load on the Sites' and/or Services' infrastructure;

g. create liability for LVDC or cause LVDC to lose (in whole or in part) the Services of its information technology partners or other suppliers; or

h. consummate any transaction that was initiated using the Services that, by paying to LVDC a fee or other consideration, would cause LVDC to violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use or the **Privacy Policy**.

The use of any device, software, or routine that interferes or attempts to interfere with the proper working of the Sites or the Services is expressly prohibited.

## **6. Proprietary Rights Restrictions**

a. All material on the Sites, including, without limitation, all informational text, design of and "look and feel," layout, photographs, graphics, audio, video, messages, interactive and instant messages design and functions, files, documents, images or other materials (collectively, the "Materials"), whether publicly posted or privately transmitted, as well as all derivative works, are owned by LVDC or other parties that have licensed their material to LVDC and are protected by copyright, trademark and other intellectual property laws. LVDC disclaims any proprietary interest in copyrights, trademarks, service marks, logos, slogans, domain names and trade names other than its own. Trademarks, logos, images, audio, and service marks displayed on the Sites are the property of either LVDC or other third parties; You agree not to display or use such property without LVDC's prior written permission.

b. The Materials on the Sites may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the prior

consent of LVDC. Any modification of the Materials, use of the Materials on any website or networked computer environment, or use of the Materials for any purpose other than personal, non-commercial use, without the prior consent of LVDC is a violation of the copyright, trademark, and other proprietary rights in the Materials and is expressly prohibited.

c. If You have accessed the Sites, LVDC grants to You a personal, non-exclusive, non-transferrable license to use and display the audio and visual information, document products and software contained in or made available through the Services (the "Content") solely for Your own personal use. All rights not expressly granted herein by LVDC to You are reserved by LVDC and/or its licensors.

d. LVDC alone shall own all rights, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, comments, postings, or other information provided by You relating to the Sites and/or the Services ("Submission"), and You agree to assign such Submissions to LVDC free of charge. LVDC may use or not use such Submissions as it deems appropriate in its sole discretion.

## **7. Links with Other Websites**

The Sites contain links to third-party websites as an accommodation to You. The Sites can also be accessed through links contained on third-party websites. The third-party linked Sites are not under the control of LVDC. LVDC does not endorse, adopt or undertake any responsibility for the content or privacy practices of any third-party Site, including, but not limited to, information provided at third-party Sites that may link the user to the Sites. If You have accessed the Sites through a third-party link, You are still bound by the terms and conditions of these Terms of Use. In no event shall LVDC be responsible for any content or other materials on or available on any third-party websites.

## **8. Disclaimer of Warranties**

A. YOU EXPRESSLY AGREE THAT USE OF THE SITES AND THE SERVICES IS AT YOUR SOLE RISK. THE SITES, THE SERVICES AND ANY CONTENT CONTAINED THEREIN OR DOWNLOADABLE THEREFROM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LVDC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LVDC OR THROUGH THE SITES OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

B. LVDC MAKES NO WARRANTY THAT THE SERVICES OR ANY CONTENT PROVIDED THROUGH THE SITES OR ANY CONTENT CONTAINED HEREIN OR DOWNLOADED THEREFROM WILL MEET YOUR REQUIREMENTS, BE ACCURATE, COMPLETE, CURRENT OR TIMELY, OR THAT THE SITES OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. IN THE EVENT THAT WEBSITE CONTENT IS INACCURATE, INCOMPLETE, OR OUT-OF-DATE, LVDC DOES NOT INTENTIONALLY MAKE MATERIAL MISREPRESENTATIONS NOR DOES LVDC INTENTIONALLY PROVIDE INCORRECT INFORMATION.

C. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES OR THE SERVICES OR ANY CONTENT CONTAINED THEREIN OR DOWNLOADED THEREFROM IS AT YOUR OWN DISCRETION AND YOU WILL BE SOLELY RESPONSIBLE

FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

D. LVDC SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED AT THE SITES, THROUGH THE SERVICES, OR ANY USE OF SAME BY YOU.

E. LVDC AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SITES, THE SERVICES, OR ANY CONTENT CONTAINED THEREIN OR DOWNLOADED THEREFROM IS APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE SERVICES FROM OUTSIDE THE UNITED STATES OF AMERICA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES.

### **9. Limitation of Liability**

LVDC AND ITS EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SITES, THE SERVICES OR ANY CONTENT CONTAINED THEREIN OR DOWNLOADABLE THEREFROM, OR ANY INFORMATION OBTAINED AT THE SITES, THROUGH THE SERVICES OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES EVEN IF FORESEEABLE OR IF LVDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT LVDC'S TOTAL LIABILITY HERUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE ACTUAL TOTAL AMOUNT RECEIVED BY LVDC FROM YOU TO ACCESS THE SITES AND/OR USE OF THE SERVICES.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to You.

### **10. Indemnification**

You agree to indemnify, hold harmless and release LVDC and its properties (and their respective employees, officers, directors, stockholders, agents, licensors and their respective successors and assigns), from and against any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from or related to Your use or misuse of the Sites, the Services and/or any content contained therein or provided thereby, including, but not limited to, information from third-party websites linked to the Sites.

### **12. Change to the Sites**

LVDC reserves the right to modify, suspend or discontinue all or any portion of the Sites and/or Services at any time, without notice. Unless stated otherwise, any new features to the current Sites or Services shall be subject to the Terms of Use. The Sites are currently accessible to users without charge; however, LVDC reserves the right to charge users for access to or use of any portion of the Sites or Services in the future.

### **13. Failure to Abide by These Terms**

LVDC may, at its sole discretion, remove Your information from the Sites, warn LVDC's community of Your actions, issue a warning, suspend or terminate Your account and any current activities at the Sites immediately, without notice to You, and refuse to provide our Services to You if You breach these Terms of Use, or if We are unable to verify or authenticate any information that You provide to Us, or if we believe Your actions may cause financial loss or legal liability for You, LVDC's other Clients or users, or Us. LVDC , reserves the right at its sole discretion, to refuse access to any user at any time to those portions of the Sites that require registration. You agree that LVDC shall not be liable to You or any third party for any termination of Your access to any Material, Content, the Services, and/or the Sites.

#### **14. LVDC Privacy Policy**

LVDC is dedicated to providing a safe and secure environment for consumers. Although LVDC is not a "financial institution" that is governed by the Privacy of Consumer Financial Information Rule of the Gramm-Leach-Bliley Act, LVDC is committed to respecting the privacy rights of Clients and users of the Sites. For more information, please see our full **Privacy Policy**.

#### **15. Miscellaneous**

You and LVDC are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisee-franchiser relationship is intended or created by these Terms of Use.

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms of Use, which shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only.

BY ACCESSING THE SITES OR THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS.

THIS POLICY IS INTENDED TO COMPLY FULLY WITH THE REQUIREMENTS OF THE ONLINE COPYRIGHT INFRINGEMENT LIABILITY LIMITATION ACT AND THE DIGITAL MILLENNIUM COPYRIGHT ACT.

Adopted: September 2009