Sensible Innovations, LLC's AWARE Venue Web Portal Terms of Service and Use

Last Revised July 2015

AWARE VENUE WEB PORTAL TERMS OF SERVICE AND USE:

In order to use this web portal (the "Portal") and Sensible Innovations' Website ("Website") for inputting information for use in the AWARE mobile application (the "APP") and the services, information, and/or other works that we provide (the "Services"), you MUST agree to these Terms of Service and Use (the "Terms"). These Terms form a legally binding agreement ("Agreement") between you, your business, and Sensible Innovations, LLC ("Sensible Innovations") with respect to your and your business' use of the portal. THEREFORE, READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY BEFORE USING THE APP OR ANY SERVICES.

You agree that accessing or using the Portal or Services (whether on a mobile device, pc, tablet, telephone, or otherwise) and/or clicking on "I Agree" hereafter constitutes your agreement to these Terms. IF YOU DO NOT AGREE TO THE TERMS, THEN YOU SHALL NOT USE THE PORTAL AND/OR SERVICES.

Sensible Innovations reserves the right to change, add or remove portions of the Terms at any time, which shall become effective immediately upon posting. It is your responsibility to review the revised Terms prior to continuing to use the Portal or the Services, and by continuing to use the Portal or the Services, you agree to any changes. The month and year of the most recent revision of the Terms can be found above.

Sensible Innovations may change, suspend or discontinue any aspect of the Portal or Services at any time, including the availability of any Services feature, database, or content. Sensible Innovations may also impose limits on certain features and services or restrict your access to parts or all of the Portal or the Services without notice or liability.

1. **Use of the Portal.** Sensible Innovations grants you a non-exclusive, non-transferable license to use and to access the Portal and the Services subject to the Terms herein. You may use the Services, the Portal and any information on the Portal (the "Content") solely for your purposes of inputting data into the Portal and/or to learn about Sensible Innovations and the products and services offered by Sensible Innovations and its vendors, partners, licensors, and contractors (collectively hereinafter, "Affiliates"). By submitting data, files, or other information into the Portal, you are granting Sensible Innovations a permanent, irrevocable license to use such data, files, or other information in its APP and Services, as described in Paragraph 4 below. No right, title or interest in any Sensible Innovations Content is transferred to you, whether as a result of downloading such Content or otherwise. Sensible Innovations reserves complete title and full intellectual property rights in all of its Services and Content. By using the Services, Portal and/or Content you represent and warrant that:

(i) If you and/or your business register or provide information, you are using your actual identity and that any information you provide to us is accurate and complete; AND

(ii) The information you provide and your use of the Portal or Services will not violate any local, state, national, or international laws or regulations that apply to you and/or your business.

You also understand and agree that any actual or attempted unauthorized use of the Services, Portal, and/or Content may result in criminal and/or civil prosecution. In order to protect the Services, Portal, APP, and/or Content's users, our customers and our systems, we reserve the right to view, monitor, and record activity on the Portal without notice or permission from you or any third party, and to permit law enforcement organizations to do the same. Any information collected by Sensible Innovations may be provided to law enforcement organizations in connection with investigation or prosecution of unlawful activity involving the Services, Portal, APP, and/or Content. We may also comply with any court orders or subpoenas involving requests for such information.

2. **Restrictions on Use.** Except as expressly authorized by these Terms, you shall not:

(i) Use, alter, copy, modify, distribute, redistribute, display, sublicense, rent, publish, sell, assign, lease, market, transfer, transmit, or derive another work from the Portal, APP, any Content, or other Services;

(ii) Delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), link, or other text or image that appears in the Content or on the Portal;

(iii) Use the Services or Portal in any way, which in Sensible Innovations' sole judgment, degrades the reliability, speed, or operation of the Services, Portal, APP, or any underlying hardware or software thereof; or

(iv) Use the Portal, APP, Services, and/or Content, or authorize or aid anyone else to, for any purpose that is unlawful, unethical, or otherwise prohibited by these Terms.

3. **Registration.** In order to access and use certain Portal features and Services, you will have to create a user account with Sensible Innovations ("Account"). Some information about you is required to process your Account, including a valid email address (which is your Username). You will generate a password to access your Account. Your Account will then be used to store basic information about your use of the Portal and Services. Please review our separate **Privacy Policy** for more information about this procedure.

You hereby agree not to disclose your password to anyone else, and that you will be solely responsible for any activities or actions taken under your Account, whether or not authorized by you. You should notify us immediately of any unauthorized use of your password or Account. We are not liable for any loss or damage from your failure to comply with these conditions. You agree that the information you provide to us will be true, accurate,

current and complete. By creating an Account you consent to the use of electronic means to complete the Terms and to provide you with any notices given pursuant to the Terms (or Agreement); and you also consent to us using electronic records to store information related to the Terms or your use of the Services, in accordance with our **Privacy Policy**.

If you suspect that your password has been compromised in any way, you must change your password immediately. When you select a password and register on the Portal, you agree to the following:

(i) Sensible Innovations is authorized to act on instructions received under your password without any requirement to question those instructions;

(ii) Sensible Innovations is not liable for any unauthorized access to your personal or business information that is not directly due to the gross negligence or willful misconduct of Sensible Innovations;

(iii) You acknowledge the danger inherent with all password-protected material being accessed by unauthorized persons or software;

(iv) Your password contains sensitive information and you will keep it confidential and secret;

(v) You will notify Sensible Innovations immediately if you believe anyone else has learned your password or if you believe an unauthorized access to Sensible Innovations or your personal information has occurred or may occur;

(vi) Sensible Innovations may deny access or block any transaction made under your password without prior notice if Sensible Innovations believes your password is being used by someone or something other than you, or if any unauthorized access to your personal information has occurred or may occur, or for any other reason, but Sensible Innovations is under no obligation to do so; AND

(vii) Sensible Innovations reserves the right to suspend access to any account, Content, or Services without notice at any time for any reasonable purpose.

Some portions of the Website and Portal are restricted ("Restricted Areas"). Unauthorized use of, or access to, Restricted Areas is prohibited. Actual or attempted unauthorized use of or access to Restricted Areas may result in criminal and/or civil prosecution. Access to Restricted Areas may be monitored, analyzed, and recorded, and any information obtained regarding actual or suspected unauthorized access may be given to law enforcement to investigate and prosecute. IF YOU ARE AN AUTHORIZED USER OF ANY RESTRICTED AREA, YOU SHALL NOT SHARE YOUR PASSWORD WITH ANYONE. Your authorization to access the Restricted Areas is limited to those specific Restricted Areas for which you are granted access by Sensible Innovations; access to any other Restricted Areas will be deemed unauthorized access.

4. **Submissions and Materials Posted by You.** If you submit or make available any materials, images, text, video, audio, information, works or any other content

(collectively, "User Materials") on or through the Portal, you thereby grant Sensible Innovations a worldwide, royalty-free, perpetual, irrevocable, nonexclusive right and license (including the right to sublicense) to display, distribute, publish, reproduce, disseminate, transmit, use, create derivative works from, or act upon such User Materials, through the Portal, APP, Services, or Website, without any additional approval or consideration of any kind, using any format, media, or technology now known or later developed or invented.

By submitting or making available any User Materials you represent and warrant that:

(i) The User Materials are not pornographic, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, invasive of another's privacy or right of publicity, inappropriate or otherwise objectionable;

(ii) You have the right to make the User Materials available on the Portal and APP subject to the terms herein;

(iii) The User Materials do not infringe, misappropriate or otherwise violate any third party rights;

(iv) You will not, and will not attempt to, forge headers, manipulate identifiers or otherwise disguise the origins of any User Materials; AND

(v) The User Materials do not contain any viruses or any other computer code, designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or capture any data.

The determination of what is inappropriate for availability on the Portal and APP is solely within the discretion of Sensible Innovations. We reserve the right to remove any materials, including without limitation any User Materials, from your account, the Portal, and the APP. By allowing User Material to be available on the Portal and APP, Sensible Innovations does not in any way promise, warrant, or guarantee that the User Materials will remain available to you or that you will qualify for any services we offer.

5. **User Information and Termination Rights.** We reserve the right to terminate your right to use the Portal, Services, and/or Content at any time, with or without cause, and may use technological and legal means to prevent such access. Without limiting the foregoing, we may also terminate your rights under these Terms in the event that you breach any term or condition of these Terms.

You acknowledge and agree that we may access, store and disclose your account information and any User Materials if required to do so by law or in a good faith belief that such access, storage or disclosure is reasonably necessary to:

(i) Comply with legal requirements;

(ii) Protect the rights, property or safety of Sensible Innovations, our users and customers, or the public;

(iii) Respond to any claims with respect to User Materials; or

(iv) Enforce these Terms.

6. **Copyright.** The Portal, APP, Website, and Content are protected by U.S. and/or foreign copyright laws, and belong to Sensible Innovations or its partners, affiliates, contributors or third parties. The copyrights in the Content are owned by Sensible Innovations or other copyright owners who have authorized their use on the APP. You may download and reprint Content for non-commercial, non-public, personal use only.

7. **Trademarks.** You are prohibited from using any of the marks or logos appearing on the Portal, Services, or Website without permission from the trademark owner, except as permitted by applicable law.

8. **Links to Third-Party Websites.** Links on the Portal or Website to third party websites, applications, or information, if any, are provided solely as a convenience to you. If you use these links, you will leave the Portal or Website. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Sensible Innovations or Affiliates, of the third party, the third-party website or application, or the information contained therein. Neither Sensible Innovations, nor Affiliates are responsible or liable for any such website, their availability, or the content thereon. If you use the links to the websites of Sensible Innovations affiliates or service providers, you will leave the Portal or Website, and will be subject to the terms of use and privacy policy applicable to those websites.

9. **Notice for Claims of Intellectual Property Violations and Agent for Notice.** If you believe that any material on the Portal or APP infringes or otherwise violates your intellectual property rights, please provide a written notice (the "Notice") to Sensible Innovations at the address found below, with the following information:

(i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property right;

(ii) A detailed and specific description of the work or other intellectual property that you claim is being infringed or violated;

(iii) A description of where the material that you claim is infringing is located on the APP, with sufficient specificity to allow us to find it;

(iv) Your address, telephone number, and email address;

(v) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;

(vi) A statement by you, made under penalty of perjury, that the information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on behalf of the owner.

Sensible Innovations' Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Sensible Innovations, c/o Intellectual Property Agent, 7301 Wentworth Drive, Springfield, IL 62711

By email:

info@sensible-innovations.com

Please note that attachments cannot and will not be accepted. The Notice prescribed above must be contained in the body of the email, if that is the chosen method of communication of Notice. Any Notice submitted electronically with an attachment will not be received or processed. Any other notices regarding violations of these Terms may be directed to the same Agent listed above. All other general feedback, comments, concerns, and complaints should be directed to the contact information found at sensible-innovations.com.

10. **Downloading Files.** Sensible Innovations does not guarantee or warrant that files available for downloading or use through the Portal, Content, and/or Services will be free of defects, errors, or infection by software viruses or other harmful computer code, files or programs.

11. **Software.** Any software available for download or use via the Portal, APP, and/or Services, is the copyrighted work of Sensible Innovations and/or its licensors. Use of such software may be governed by the terms of the end user license agreement that accompanies or is included with such software. Downloading, installing, and/or using any such software indicates your acceptance of the terms of the end user license agreement or any other applicable agreement and terms of use.

12. **Disclaimer of Warranties.** You understand and agree that the Portal, APP, and Content therein is for informational purposes only. No representation is made or warranty given as to their accuracy or usability. Neither Sensible Innovations, nor its Affiliates assumes any responsibility for any accidents, disorientation, or delay resulting from such use. YOU HEREBY ACKNOWLEDGE THAT USE OF THE PORTAL, APP, SERVICES, AND CONTENT IS AT YOUR SOLE RISK. SENSIBLE INNOVATIONS AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER SENSIBLE INNOVATIONS NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR. SENSIBLE INNOVATIONS AND ITS AFFILIATES DO NOT WARRANT THAT THE PORTAL, APP, SERVICES, AND/OR CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE PORTAL, APP, SERVICES AND/OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PORTAL, APP, SERVICES, AND/OR CONTENT WILL BE CORRECTED. FURTHERMORE, NEITHER SENSIBLE INNOVATIONS NOR ITS AFFILIATES WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PORTAL, APP, SERVICES, AND CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY,

RELIABILITY, OR OTHERWISE. THE PORTAL, APP, SERVICES, AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SENSIBLE INNOVATIONS, ITS AFFILIATES, OR ANY AUTHORIZED REPRESENTATIVE THEREOF SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF YOU HAVE ANY QUESTIONS ABOUT THIS EXCLUSION, THEN YOU SHOULD CONSULT AN ATTORNEY IN YOUR JURISDICTION PRIOR TO ACCEPTING THE TERMS OF SERVICE HEREIN.

13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SENSIBLE INNOVATIONS OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF:

(i) THE USE OF OR INABILITY TO USE THE PORTAL, APP, SERVICES, AND CONTENT;

(ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PORTAL, APP, SERVICES, AND CONTENT; OR

(iii) ANY OTHER MATTER RELATING TO THE PORTAL, APP, SERVICES, OR CONTENT, EVEN IF SENSIBLE INNOVATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE PORTAL, APP, SERVICES, OR CONTENT, OR WITH THE TERMS HEREIN, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PORTAL, APP, SERVICES, AND CONTENT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, SENSIBLE INNOVATIONS' AND ITS AFFILIATES' LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW. UNDER NO CIRCUMSTANCES SHALL SENSIBLE INNOVATIONS OR ITS AFFILIATES BE LIABLE FOR DAMAGES IN EXCESS OF 10 U.S. DOLLARS.

14. **User Indemnification.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP SENSIBLE INNOVATIONS AND ITS AFFILIATES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND EXPENSES RESULTING FROM ANY ACT, DEFAULT, OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN AND/OR FROM ANY DATA, FILES, OR OTHER INFORMATION SUBMITTED BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP SENSIBLE INNOVATIONS AND ITS AFFILIATES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND EXPENSES FOR OR IN RESPECT OF WHICH SENSIBLE INNOVATIONS

OR AFFILIATES WILL OR MAY BECOME LIABLE BY REASON OF, OR RELATED OR INCIDENTAL TO, ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT, OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE TERMS BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD SENSIBLE INNNOVATIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES, ASSIGNS, AND AFFILIATES HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY USE OF THE PORTAL, APP, CONTENT, AND/OR SERVICES.

15. **General Terms.** These Terms shall be governed by and construed in accordance with the laws of the United States and the State of Illinois, as applied to agreements executed by Illinois residents and performed solely within the State of Illinois, except for those laws relating to conflicts of laws. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the Federal, State, and municipal courts in Springfield, Illinois in any litigation arising out of the Agreement. Sensible Innovations shall be entitled to recover its reasonable attorney's fees incurred in enforcing or defending any claim made pursuant to the Terms herein. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein. No waiver by Sensible Innovations or its Affiliates of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. You represent and warrant that you have full power and authority to agree to the Terms and that the Terms are binding upon you. Any amendment to the Terms of this Agreement must be made in writing and executed by both parties hereto. All headings herein are merely for convenience and shall not be given any legal significance. This Agreement shall inure to the benefit of Sensible Innovations' successors, assigns, licensees, and sub-licensees.