

Sign-Source.com Terms of Use

Last Modified: March 8, 2018

These terms of use are entered into by and between you (the user or visitor) and Sign Source, Inc. ("**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of www.sign-source.com, including any content or functionality offered on or through www.sign-source.com (the "**Website**").

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION (SECTION 17) THAT AFFECTS YOUR RIGHT TO BRING A CLAIM IN COURT. PLEASE REVIEW THESE TERMS OF USE CAREFULLY BEFORE YOU CONTINUE TO ACCESS AND/OR USE THE WEBSITE.

The Website is offered and available to users who are 18 years of age or older, and reside in the United States. By using the website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

1. **Changes to the Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. If you do not agree to such modified terms, do not continue to access and/or use the Website. You are expected to check this page each time you access the website so you are aware of any changes, as they are binding on you.
2. **Accessing the Website.** We reserve the right to withdraw or modify the website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.
3. **Intellectual Property Rights.** The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:
 - Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
 - If we provide *social media features* with certain content, you may take such actions as are enabled by such features. These features are recognizable by their third-party brand or logo and are hosted by a third-party. Your interactions with these features are governed by the terms of use of the company providing it.

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- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

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4. **Trademarks.** The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the website are the trademarks of their respective owners.

5. **Prohibited Uses.** You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website, and you agree not to allow any third party to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send or upload any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Website.

6. **User Contributions.** The Website may contain links to features (collectively, "**Interactive Services**") that allow users to submit or transmit to the Company content or materials (collectively, "**User Contributions**"). All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you submit to the Website or via links on the Website will be considered non-confidential. By submitting any User Contribution to the Website or via links on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We have the right to:

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material submitted by you violates their rights, including their intellectual property rights.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

7. **Content Standards.** These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.

8. **Reliance on Content Posted.** The content presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this content. Any reliance you place on such content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance

placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

9. **Third Party Content and Links.** The Website includes content provided by third parties and links to other websites. The Company is not responsible for any third party content or the content of such linked websites, including information related to the Company's products or services, and you should not consider the posting of any such link as an endorsement by the Company of the third party content or the linked website. The Company makes no representations or warranties as to the accuracy or reliability of any third party content or any information presented in any linked website or any product or services offered by and through any linked website.
10. **Changes to the Website.** We may update the content on the website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.
11. **Information About You and Your Visits to the Website.** All information we collect and you submit via the website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
12. **Geographic Restrictions.** The owner of the Website is based in the State of Minnesota in the United States. We provide the website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
13. **Disclaimer of Warranties.** You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY MATERIALS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY MATERIALS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY MATERIALS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY MATERIALS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. **Limitation on Liability.** IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF

ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY MATERIALS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. **Indemnification.** You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, functionality, and services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.
16. **Governing Law.** All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without regard to its conflict or choice of law principles.
17. **Arbitration.** Any controversy or claim arising in connection with these Terms of Use and/or the Website will be settled solely by binding arbitration conducted by the American Arbitration Association (the "AAA") in Minneapolis, Minnesota, before a three member panel of neutral arbitrators ("**Arbitrators**"), consisting of one person from each of the following categories: (i) an attorney who has practiced for at least five (5) years; (ii) a person with at least ten (10) years' experience in contract law and electronic contract law; and (iii) a certified public accountant with at least ten (10) years' experience in accounting for entities engaged in commerce. The AAA will submit a list of persons meeting the criteria outlined above for each category of arbitrator, and the Company and you must select one person from each category in the manner established by the AAA. None of the Arbitrators will have in the past five (5) years had any affiliation with either the Company or you in the capacity as an officer, director, employee, consultant or legal counsel. The Arbitrators will conduct their proceedings under the Commercial Arbitration Rules of the AAA and will be instructed by the Company and you to reach a final, written and binding determination ("**Decision**") within ninety (90) days of empanelment. The Company and you will be free to present evidence and documents for review by the Arbitrators in their deliberations. The Arbitrators will deliver a copy of the Decision to all parties involved. As part of the Decision, the Arbitrators will establish such Arbitrators' fees and expenses in connection therewith. The fees and expenses of the Arbitrators and any other costs of arbitration (including any arbitration site costs, but excluding the travel and preparation expenses of the respective parties) will be borne equally by the Company and you. Any Decision will be a conclusive determination of the matter and will be binding upon the Company and you, and will not be contested. In the event that the Arbitrators determine that the Company is entitled to indemnification, within five (5) business days of the Decision, you will pay the amount of damages specified in the Decision.
18. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
19. **Waiver and Severability.** No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

20. **Entire Agreement.** The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Sign Source, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

If you have any questions or comments regarding these Terms of Use or the Website, or if you need to contact the Company for any reason, the Company's contact information is as follows:

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