

SCP Terms of Use

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SCP WEB SAAS TERMS OF USE

1. INTRODUCTION

Thank you for using our SaaS operated by Show Code Partners Inc. ("SCP", "we", "our" and "us"). SCP offers this Software as a Service ("SaaS") for users sponsoring, organizing, exhibiting at or attending trade shows and other public or private gatherings ("you"). You may access the SaaS with a mobile phone by scanning codes, reading NFC tags, or using an URL. You may manage information that you provide for display in the mobile pages of the SaaS by means of a secure login to a web-based management portal ("portal").

PLEASE READ THESE TERMS OF USE CAREFULLY. By accessing or using our SaaS in any way you are agreeing to comply with these Terms of Use, including any documents, policies and guidelines incorporated by reference (referred to collectively as the "Terms").

2. AUTHORITY

By using our SaaS you represent that you are at least 13 years old. Persons who are at least 13 years of age but under the age of 18 may only use our SaaS with legal parental or guardian consent. Accordingly, you agree that you are at least 18 years of age or older or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in the Terms; otherwise, please exit the SaaS. SCP suggests that you take advantage of any access controls offered through the SaaS or third-party software, which are designed to assist you in limiting or blocking access to certain types of web content you may feel are harmful to or inappropriate for minors.

3. CHANGES TO THE TERMS FOR SaaS

SCP may change or modify the Terms from time-to-time without notice other than posting the amended Terms on the SaaS. The amended Terms will automatically be effective when posted on our SaaS. Your continued use of our SaaS after any changes in these Terms shall constitute your consent to such changes. SCP reserves the right to change, modify or discontinue, temporarily or permanently, the SaaS (or any portion thereof), including any and all content contained on the SaaS at any time without notice. You agree that SCP shall not be liable to you or to any third party for any modification, suspension or discontinuance of the SaaS (or any portion thereof).

4. REGISTRATION, PASSWORD AND SECURITY

Whenever you provide us information on our SaaS you agree to: (a) provide true, accurate, current and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, SCP may without notice suspend or terminate your access to our SaaS and refuse any and all current or future use of our SaaS (or any portion thereof).

If any portion of our SaaS requires you to register or open an account you may also be asked to choose a password and a user name. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account identification. You agree to immediately notify SCP of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which SCP may otherwise have, SCP reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the SaaS and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, SCP may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall SCP be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of SCP under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder.

The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of the SaaS is invulnerable to all security breaches, and that SCP makes no warranty, guarantee, or representation that use of any of our SaaS is protected from viruses, security threats or other vulnerabilities.

5. PRIVACY POLICY

Please view our Privacy Policy, which explains SCP's practices relating to the collection and use of your information through or in connection with our SaaS. SCP's use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of the SaaS you consent to the collection and use of this information (as set forth in the Privacy Policy).

6. COPYRIGHT AND AUTHORIZATION

The SaaS provide you access to a wide variety of information ("Content"). Some of the Content is owned by SCP. Other portions are owned by non-SCP companies or third parties such as you, suppliers, vendors, and licensors (including Content that is generated by you as further described in Section 11).

Some portions of the SaaS may require you to download mobile phone software ("Software") such as barcode scanning applications in order that you may access the SaaS the services provided through the SaaS and/or the Content. The Software may be the property of SCP or a supplier, vendor, third party, or licensor to SCP. The Content and Software are protected by a variety of laws governing the use of copyrights, trademarks, patents, or trade secrets. Subject to the rules and limitations set forth in the Terms, you are granted a limited, non-sublicensable right to access the SaaS, the Content and the Software for your use as an SCP customer or user, except

as otherwise not permitted. Without limiting the generality of the foregoing, no Software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into Cuba, North Korea, Iran, Sudan, Syria or any other country for which the U.S. maintains an embargo on such exports, or (b) to a person or entity identified on lists of the U.S. Treasury Department (e.g., Specially Designated Nationals, Denied Persons or Entities) or the U.S. Commerce Department (e.g., Entity List, Table of Deny Orders), which control such exports. By downloading or using the Software or underlying information or technology, you agree to the foregoing and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

7. COPYRIGHT COMPLAINTS

SCP respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored or transmitted to the SaaS in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing SCP's Copyright Agent (info@showcodepartners.com) the following written information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A specific description of where the material that you claim is infringing is located on the SaaS;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

8. TRADEMARKS AND SERVICE MARKS

Trademarks (including but not limited to SCP and users Logos) that are used or displayed on the SaaS are owned by SCP Intellectual Property or by third parties other than SCP that offer and provide products and services on or through the SaaS. The trademarks of SCP Intellectual Property may not be copied or used, in whole, partial or modified form, without the prior written permission of SCP Intellectual Property or, if applicable, its licensor. In addition, SCP custom graphics, logos, button icons, scripts, and page headers are covered by trademark, trade dress, copyright or other proprietary right law, and may not be copied, imitated, or used, in whole, partial or modified form, without the prior written permission of SCP Intellectual Property. Other trademarks, service marks, registered trademarks, product and service names, and company names or logos that appear on the SaaS are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by SCP. You may not use any metatags or any other "hidden text" utilizing an SCP name, trademark, or product name without SCP's express written consent.

9. THIRD-PARTY PRODUCTS AND SERVICES

Parties other than SCP may offer and provide products and services on or through the SaaS. Except for SCP branded information, products or services that are identified as being supplied by SCP, SCP does not operate, control, or endorse any information, products, or services on the SaaS or accessible through the SaaS in any way. SCP is not responsible for examining or evaluating, and SCP does not warrant the information or offerings of, any of these businesses or individuals or the content of their web sites. SCP does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

The SaaS may contain links to other websites not operated by SCP. The links are provided for your convenience. The inclusion of any links to other websites does not imply affiliation, endorsement or adoption by SCP of those websites or the contents therein. We are not responsible for the contents, links or privacy of any linked webSaaS. Access to any other websites linked to the SaaS is at your own risk. When leaving the SaaS you should carefully review the applicable terms and policies, including privacy and data gathering practices, of that third-party website.

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10. PRODUCT AND SERVICE INFORMATION

SCP does not warrant that information, graphic depictions, product and service descriptions or other content of the SaaS is accurate, complete, reliable, updated, current, or error-free. Despite our efforts, it is possible that a price for a product or service offered on the SaaS may be inaccurate or the product or service description may contain an inaccuracy. In the event SCP determines that a product or service contains an inaccurate price or description, SCP reserves the right to take any action it deems reasonable and necessary, in its sole discretion, to rectify the error, including without limitation canceling your order, unless prohibited by law. SCP may make improvements or changes to any of its content, information products, services, or programs described on the SaaS at any time without notice. You agree to notify SCP immediately if you become aware of any pricing or descriptive errors or inconsistencies with any products or services you order through the SaaS and comply with any corrective action taken by SCP.

12. USER SUBMITTED CONTENT

Our SaaS may have "publicly accessible areas" such as message boards, forums, member profiles, yellow pages, job folders or other features that allow users to post Content that will be accessible by the public or the user population generally. With respect to any message, data, image, text, photos, graphics, audio, video or other material you elect to post to such publicly accessible areas of our SaaS while you retain any and all of your lawfully owned rights in such Content, you grant SCP a royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content which you provide (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or

technology now known or later developed and to exercise the same rights with respect to such works. You also permit any user of our SaaS to access, display, view, store, distribute, perform, reproduce and prepare derivative works of, such Content that you have placed in publicly accessible areas of our SaaS. No compensation will be paid to you or to any other person or entity with respect to the posting or use of your Content. SCP is under no obligation to post or use any Content you may provide and SCP may remove your Content at any time in its sole discretion. You agree that SCP is not under any obligation of confidentiality, express or implied, with respect to your Content. You represent and warrant that you own or otherwise control all necessary rights to the Content that you post, that such Content is accurate, that use of the Content you supply does not violate these Terms, specifically including without limitation the requirements of Section 14 (Acceptable Use), and will not cause injury to any person or entity, and that you will indemnify SCP for all claims resulting from the Content you supply.

SCP does not generally pre-screen or control Content posted by users of our SaaS and, therefore, does not guarantee the accuracy, integrity or quality of such Content. SCP shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any Content that is available via our SaaS for any or no reason, including that any Content violates these Terms or is otherwise objectionable. We take no responsibility and assume no liability for any Content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. As the provider of the SaaS, we are only a forum and are not liable for any statements, representations, or Content provided by SaaS users. Any opinions, advice or recommendations expressed therein are those of the users providing such Content and not those of SCP. We do not endorse any Content or any opinion, recommendation or advice expressed therein. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the SaaS is used to disseminate statements that are harmful or inflammatory.

14. ACCEPTABLE USE

You agree to use our SaaS and the Content (whether provided by us or others), as well as any Software provided in connection with the SaaS in a manner consistent with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to our SaaS related Software, or Content, nor will you use our SaaS or related Software to upload, post, email, distribute, transmit, link, solicit or otherwise make available any Content or use our SaaS in any manner that:

1. is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive;
2. infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights;
3. removes any proprietary notices or labels on the Content;
4. advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party;
5. advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party;

6. is deceptive in any way, such as an offer to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity;
7. specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
8. constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
9. interferes with others using the SaaS;
10. is off-topic according to the description of the group, forum or webpage;
11. contains software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;
12. contains a charity request, petitions for signatures, chain letters or letters relating to a pyramid scheme;
13. disrupts, interferes or inhibits any other user from enjoying the SaaS or other affiliated or linked websites, material, contents, products and/or services.
14. uses any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or web-based inquiry devices or software, to obtain information from the SaaS or otherwise monitor or copy any portion of the SaaS products and/or services;
15. creates a false identity for the purpose of misleading others;
16. prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
17. uses any SCP domain name as a pseudonymous return email address;
18. contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
19. provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
20. attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Content or the SaaS;
21. reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of the SaaS or Content, use of the SaaS, or access to the SaaS;
22. publishes, publicly performs or displays, or distributes to any third party any Content, including reproduction on any computer network or broadcast or publications media;
23. systematically collects and uses any Content including the use of any data mining, or similar data gathering and extraction methods;
24. makes derivative uses of the SaaS or the Content;
25. uses, frames, or utilizes framing techniques to enclose any portion of the SaaS (including the images found at the SaaS or any text or the layout/design of any page or form contained on a page); and/or
26. modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate our SaaS. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of the SaaS to determine the source code, structure, organization, internal design, algorithms or encryption devices of our SaaS's underlying technology.

Unless you are participating in an area of the SaaS that requires or encourages anonymity, we encourage you to use your real name.

15. SAAS SECURITY

Violating the security of our SaaS is prohibited and may result in criminal and civil liability. SCP may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the SaaS or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

16. GEOGRAPHICAL RESTRICTIONS

Unless expressly and specifically stated otherwise on the SaaS SCP provides this SaaS for use only by persons located within the United States or as agreed by SCP. SCP makes no representation that all products, services and/or material described on the SaaS are appropriate or available for use in locations outside the United States or all territories within the United States. Those who choose to access our SaaS from other locations do so on their own initiative and are responsible for compliance with local laws. Certain companies affiliated with SCP provide services and operate websites in various other countries throughout the world, some of which websites may be linked to from our SaaS. Any such International websites will be governed by their own terms of use and privacy policies and not by these Terms.

17. GENERAL PRACTICE REGARDING USE AND STORAGE

You acknowledge that SCP may establish general practices and limits concerning use of the SaaS including without limitation the maximum number of days uploaded Content will be retained by the SaaS, the maximum number of email messages that may be sent from or received by an account on the SaaS, the maximum size of any email message that may be sent from or received by an account on the SaaS, the maximum disk space that will be allotted on SCP's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the SaaS in a given period of time. Your use of this SaaS constitutes your consent to allow SCP to store electronic communications on its servers. You agree that SCP has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the SaaS. You acknowledge that SCP reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that SCP reserves the right to modify these general practices and limits from time to time.

18. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF OUR SAAS INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SAAS, ANY SAAS-RELATED SERVICE OR SOFTWARE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. OUR SAAS INCLUDING ANY CONTENT, SOFTWARE OR INFORMATION CONTAINED WITH THE SAAS AND ANY SAAS-RELATED SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SCP AND ITS CO-BRANDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.
2. SCP AND ITS CO-BRANDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) OUR SAAS WILL MEET YOUR REQUIREMENTS, (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD FROM THE SAAS ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) OUR SAAS WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SAAS WILL BE ACCURATE, COMPLETE OR RELIABLE, (v) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SAAS WILL MEET YOUR EXPECTATIONS, AND (vi) ANY ERRORS IN OUR SAAS OR SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SAAS OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SAAS OR OUR SOFTWARE.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCP OR THROUGH OR FROM OUR SAAS SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF OUR SAAS SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

19. ENFORCEMENT

SCP reserves the right but does not assume the obligation to strictly enforce these Terms, including without limitation by issuing warnings, suspension, or termination of access to the SaaS and/or services, and/or by removing, screening, or editing of Content, or by engaging in self-help and active investigation, litigation and prosecution in any court or other appropriate venue.

SCP may access, use, and disclose transaction information and any Content provided by you to comply with the law (e.g., a lawful subpoena) or based on SCP's reasonable judgment that disclosure is necessary, or to enforce or apply our agreements (including these Terms), to initiate, render, bill, and collect for services, to protect our rights or property, or to protect users of SCP's services, the SaaS and other persons or entities from fraudulent, abusive, or unlawful use of the SaaS or any such services. **INDIRECT, ATTEMPTED OR ACTUAL VIOLATIONS OF THESE TERMS OR ANY RELATED POLICY BY YOU OR ANY THIRD- PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE TERMS BY YOU.**

20. LIMITATION OF LIABILITY

IN NO EVENT SHALL SCP, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THE USE OR INABILITY TO USE THE SAAS OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH THE SAAS, OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SAAS OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH THE SAAS, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SAAS; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SAAS; (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; OR (vii) ANY OTHER MATTER RELATING TO OUR SAAS EVEN IF SCP OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SAAS AND/OR SAAS-RELATED SERVICES IS TO STOP USING THE SAAS AND/OR THOSE SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF SCP

UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

21. INDEMNIFICATION

You agree to indemnify, defend and hold harmless SCP and its underlying content and service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of Submitted Material or any other content you submit, post or upload to or transmit through our SaaS your use of our SaaS your connection to our SaaS your violation of these Terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with SCP or your use of our SaaS. SCP reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with SCP in asserting any available defenses.

22. TERMINATION/SUSPENSION

You agree that SCP may immediately terminate or suspend your account, any associated email address, and access to all or any part of the SaaS or change your password without notice. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the SaaS (or any part thereof,) (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if SCP elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all offerings within the SaaS, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of the SaaS. You agree that all terminations and suspensions for cause shall be made in SCP's sole discretion and that SCP shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, any associated email address, or access to the SaaS. Further, SCP reserves the right, to immediately terminate or suspend your account, any associated email address, and access to the SaaS at any time for any reason and without notice to you in its sole discretion.

23. MISCELLANEOUS

SCP's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms shall be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in Texas. You agree that any legal action or proceeding between SCP and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent

jurisdiction sitting in Georgia. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. SCP may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without written consent of SCP. These Terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to our SaaS within one year after it arises.