

# Terms of Use

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## General

The following Terms of Use (the "Terms") apply to the website maintained by Omnilert, LLC ("Omnilert") located at [www.omnilert.com](http://www.omnilert.com) and all related sites maintained by Omnilert (the "Sites"). The Sites are the property of Omnilert. Please read the Terms. If you do not agree to the Terms, please leave the Sites. If you agree to the following, your continued use of the Sites constitutes your agreement to the Terms. Omnilert may from time to time modify the Terms, and your continued use of the Sites following the posting of such changes constitutes your agreement to such modified Terms. If you agree to the foregoing, Omnilert grants you a revocable license to use the Sites.

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You may not attempt to gain unauthorized access to any portion or feature of the Sites, or any other systems or networks connected to the Sites or to any server, by hacking or any other illegitimate means. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Sites.

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Omnilert reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Sites, or any portion of the Sites, for any reason; (2) to modify or change the Sites, or any portion of the Sites, and any applicable policies or terms; and (3) to interrupt the operation of the Sites, or any portion of the Sites, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## **Limitation of Liability**

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL OMNILERT HAVE ANY LIABILITY TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS.

## **Indemnity**

You agree to indemnify and hold Omniltert, its members, managers, officers, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Omniltert by any third party due to or arising out of or in connection with your use of the Sites.

## **Violation of These Terms of Use**

As is set forth in Omniltert's Privacy Policy with respect to the Sites, Omniltert may disclose any information we have about you (including your identity) under certain circumstances, such as where it determines that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Sites, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Omniltert, or the rights or property of visitors to or users of the Sites. Please refer to that Privacy Policy for a fuller discussion of those matters.

You agree that Omniltert may, in its sole discretion and without prior notice, terminate your access to the Sites and/or block your future access to the Sites if we determine that you have violated the Terms. You acknowledge that any such violation will cause irreparable harm to Omniltert, for which monetary damages would be inadequate, and you consent to Omniltert obtaining any injunctive or equitable relief that Omniltert deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Omniltert may have at law or in equity.

You agree that Omniltert may, in its sole discretion and without prior notice, terminate your access to the Sites, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) discontinuance or material modification of the Sites or any service offered on or through the Sites, or (3) unexpected technical issues or problems.

If Omniltert does take any legal action against you as a result of your violation of these Terms of Use, Omniltert will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Omniltert. You agree that Omniltert will not be liable to you or to any third party for termination of your access to the Sites as a result of any violation of these Terms of Use.

## **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Sites, including all disputes, will be governed by the laws of the United States and by the laws of the Commonwealth of Virginia without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the federal courts in Arlington County, Virginia and the state courts located in Loudoun County, Virginia, and waive any objection to such jurisdiction or venue.

## Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Sites, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of the Terms are held by a court of competent jurisdiction to be void or unenforceable, such provisions shall be eliminated from the Terms, and the remainder of the Terms shall remain in full force and effect. The Terms constitute the entire agreement between you and Omnilert with regard to your use of the Sites, and any and all other written or oral agreements or understandings previously existing between you and Omnilert with respect to such use are hereby superseded and cancelled. Omnilert's failure to insist on or enforce strict performance of the Terms shall not be construed as a waiver by Omnilert of any provision or any right it has to enforce these Terms, nor shall any course of conduct between Omnilert and you or any other party be deemed to modify any provision of the Terms. The Terms shall not be interpreted or construed to confer any rights or remedies on any third parties.

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