

## DISCLAIMER

### WEBSITE DISCLAIMER

The information provided by MSA Source, LLC ("we," "us," or "ours") on <http://www.msasource.com> (the "Site") is for general information purposes only. All information on the Site is provided in good faith. However, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, availability, or completeness of any information on the Site. UNDER NO CIRCUMSTANCES SHALL WE HAVE ANY LIABILITY TO YOU OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE. YOUR USE OF THE SITE AND YOUR RELIANCE ON ANY INFORMATION ON THE SITE IS SOLELY AT YOUR OWN RISK.

### EXTERNAL LINKS DISCLAIMER

The Site may contain (or you may be sent through the "Site") links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, availability, or completeness by us. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD-PARTY WEBSITES LINKED THROUGH THE SITE OR ANY WEBSITE OR FEATURE LINKED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### PROFESSIONAL DISCLAIMER

The Site cannot and does not contain legal advice. The legal information is provided for general informational and educational purposes only and is not a substitute for professional advice. Accordingly, we encourage you to consult with the appropriate professionals before taking action based on such information. We do not provide any legal advice. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THIS SITE IS SOLELY AT YOUR OWN RISK.

## PRIVACY NOTICE AND POLICY

Thank you for choosing to be a part of our community at MSA Source, LLC ("Company," "we," "us," and "our"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practice with regards to your personal information, please contact us at [info@msasource.com](mailto:info@msasource.com).

When you visit our website <http://msasource.com> (the "Website"), and more generally, use any of our services (the "Services," which include the Website), we appreciate that you are trusting us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest possible what information we collect, how we collect it and what rights you have in relation to it. We hope that you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue the use of our Services immediately.

This privacy notice applies to all information collected through our Services (which, as described above, includes our website), as well as any related services, sales, marketing, or events.

**Please read this privacy notice carefully as it will help you understand what we do with the information we collect.**

### 1. What information do we collect?

**Personal information you disclose to use.** We collection personal information that you provide to use. We collect personal information that you provide to us when you express and interest in obtaining information about us or our products and Services, when you participate in activities on the Website or otherwise when you contact us.

The personal information that we collect depends on the contact of your interactions with us and the Website, the choices you make and the product and features you use. Their personal information we connection ma include the following: All personal information they you provide us must be true, complete, and accurate, and you must notify us of any changes to such personal information.

**Information automatically collected:** Some information such as your Internet Protocol (IP) address and/or browser and device characteristics is collected automatically when you visit our website.

We automatically collect certain information when you visit, use, or navigate the Website. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our website and other technical information. This information is primarily needed to maintain the security and operation of our website, and for our internal analytics and reporting purposes.

Like many businesses, we also collection information through cookies and similar technologies.

### 2. How do we use your information?

We process your information based I legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligation, and/or your consent.

We use personal information collected via our website for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with our connect, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use information we collect or receive – **For other business purposes.** We may use your information for other business purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our website, products, marketing, and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with individual end users and does not include personal information. We will not use identifiable information without your consent.

### 3. Will your information be shared with anyone?

We only share information with your consent, to comply with laws, to provide you with services, or protect your rights, or to fulfill business obligations. We may process or share your data that we hold based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements.)
- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations or our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Business Transfers:** We may share or transfer your information in connection with, or during negotiations of, any merger, sale, sale of company assets, financing, or acquisition of all or portion of our business to another company.
- **Business Partners:** We may share your information with our business partners or offer you certain products, services, or promotions.

### 4. Do we use cookies or other tracking technologies?

We may use cookies and other tracking technologies to collect and store your information.

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

#### **5. How long do we keep your information?**

We keep your information for as long as necessary to fulfill the purposes in this privacy notice unless otherwise requires by law.

We will only keep your personal information for as long as it is necessary for the purpose set out in this privacy notice, unless a longer retention period is requisite or permitted by law (such as tax, accounting, other legal requirements). No purpose in this notice will require us keeping your personal information for longer than two (2) years.

When we have no ongoing legitimate need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been sorted in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

#### **6. How do we keep your information safe?**

We aim to protect your personal information through a system or organizational security measures.

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our website is at your own risk. You should only access the Website within a secure environment.

#### **7. Do we collect information from minors?**

We do not knowingly collect data from or market to children under the age of 18 years of age.

We do not knowingly solicit data from or market to children under 18 years of age. By using the Website, you represent that you are at least 18 or you are the parent or guardian of such a minor and consent to such minor's dependent use of the Website. If we learn that personal information from users less than 18 years of age have been collected, we will deactivate the account and take reasonable measure to promptly delete such data from our records. If you become aware of any data, we may have collected from the children under the age 18, please contact us at [info@msasource.com](mailto:info@msasource.com).

#### **8. What are your privacy rights?**

You may review, change, or terminate your account at any time.

If you are a resident in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: [https://commission.europa.eu/index\\_en](https://commission.europa.eu/index_en)

If you are a resident in Switzerland, the contact details for data protection authorities are available here: <https://www.edoeb.admin.ch/edoeb/en/home.html>

**Cookies and similar technology:** Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or request cookies, this could affect certain features of our website. To opt-out of interest-based advertising by advertisers on our website visit: <http://www.aboutads.info/choices/>.

## **9. Controls For Do-Not-Track Features**

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track (“DNT”) feature to setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this state no uniform technology standard for recognizing and implementing DNT signal has been finalized. As such, we do not currently respond to DNT browser signals, or any other mechanism that automatically communicates your choice not to be tracked online. If a standard is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

## **10. Do California Residents Have Specific Privacy Rights?**

We respect your privacy rights under the California Consumer Privacy Act of 2018 (“CCPA”) and California law. We are committed to protecting the rights given to California consumers with whom we do business regarding their personal information. Please refer to our comprehensive CCPA Consumer Privacy Rights Policy for a full explanation of your rights and our practices for collecting, using, maintaining, protecting, selling, and disclosing information protected by the CCPA.

The purpose of this NOTICE AT COLLECTION is to inform the consumer of the categories of personal information to be collected from you and the purposes for which that personal information will be used. California defines personal information as “information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.” It includes identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, social security number, driver’s license number, passport number or anything similar. Personal information does not include deidentified or aggregate consumer information or information that is lawfully made available from federal, state, or local government records. (Cal. Civ. Code §1798.140(o)).

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, including: your right to access specific information we collect; your right to data portability; your right to request deletion of your data; your right to opt out of the sale of your data; your right to be free from discrimination for exercising your rights under CCPA, please visit: <https://oag.ca.gov/privacy/privacy-laws>.

We collected the following categories of personal information in the past twelve (12) months:

Category	Examples	Collected
Identifiers	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, and account name	NO
Personal Information categories listed in the California Customer Records statute	Name, contact information, education, employment, employment history, and financial information	YES
Protected classification characteristics under California or federal law	Gender and date of birth	NO
Commercial information	Transaction information, purchase history, financial details, and payment information	NO
Biometric Information	Fingerprints and voiceprints	NO
Internet or other similar network activity	Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems and advertisements	NO
Geolocation data	Device location	NO
Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, video or call recordings created in connection with our business activities	NO
Professional or employment-related information	Business contact details in order to provide you our services at a business level, job title as well as work history and professional qualifications if you apply for a job with us	NO
Education Information	Student records and directory information	NO
Inferences drawn from other personal information	Inferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics	NO

## 11. Do we make updates to this Notice?

We will update this Notice as necessary to stay compliant with relevant laws.

We may update this privacy notice from time to time. The updated version will be indicated by an updated “revised” date and updated version will be effective as soon as accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

#### **12. How can you contact us about this Notice?**

If you have questions about this Notice, you may contact President, Rafael Zeno by email at [rzeno@msasource.com](mailto:rzeno@msasource.com), or by phone at (888) 440-4672, or via US Mail at:

MSA Source, LLC  
Attn: Rafael Zeno  
1323 N Parsons Ave  
Brandon, FL 33510  
United States of America

#### **13. How can you review, update, or delete the data we collect from you?**

Based on applicable laws of your country, you have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please submit a request by sending an email to: [info@msasource.com](mailto:info@msasource.com).

## TERMS OF USE

### AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personal or on behalf of an entity (“you”) and MSA Source, LLC (“Company,” “we,” “us,” or “our”), concerning your access to and use of the <https://msasource.com> website as well as any other medical form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all these Terms of Use, including the MSA and Section 111 Master Service Agreement posted on the Site, which are incorporated into these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided by this Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if any to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the site.

### INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, database, functionality, software, website designs, audio, video, text, photographs, and graphics on this Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site or no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, transacted, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.



## **USER REPRESENTATIONS**

By using the Site, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Site through automated or non-human mean, whether through a bot, script, or otherwise; (4) you will not use the Site for any illegal or unauthorized purpose; and (5) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **FEES AND PAYMENT**

We accept the following forms of payment:

- Check
- Bank Wire Transfer

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase, and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US Dollars.

You are to pay all changed or fees at the price then in effect for your purchases and you authorize us to charge your chosen payment provider for any cash amounts up to making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

## **CANCELLATION**

All purchases are non-refundable. You can cancel your subscription at any time Per the terms and conditions of the Master Services Agreement. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at [info@msasource.com](mailto:info@msasource.com), or call us at (888) 440-4672.

## **PROHIBITED ACTIVITIES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of this Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly, or indirectly, a collection, compilation, database, or directory without written permission from us.

2. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Circumvent, disable, or otherwise interfere with security related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
5. Make improper use of our support services or submit false reports of abuse or misconduct.
6. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
7. Attempt to impersonate another user or person or use the username of another user.
8. Sell or otherwise tender your profile.
9. Use any information obtained from the Site in order to harass, abuse, or harm another person.
10. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any review-generating endeavor or commercial enterprise.
11. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
12. Attempt to bypass any measure of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
13. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
14. Delete the copyright or other proprietary rights notice from any Content.
15. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
16. Upload or transmit (or attempt to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters, and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
17. Upload or transmit (or attempt to upload or transmit) any material that acts as passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1 X 1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware," or "passive collection mechanisms," or "pcms;").

18. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
19. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
20. Use the site in a manner inconsistent with any applicable law or regulations.

### **USER GENERATED CONTRIBUTIONS**

The Site does not offer users to submit or post content. We may provide you with the opportunity to create, submit, display, transmit, perform, publish, distribute, or broadcast content and materials to use on the Site, including, but not limited to text, writing, video, photographs, graphics, comments, suggestions, or personal information or other materials (collectively, "Contributions"). Contributions may be viewable by other users of the Site, and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe on the proprietary rights, including but not limited to the copyright, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner or have the necessary license, rights, consents, releases, and permission, to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the names or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailing, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person, or class of people.
9. Your Contributions do not violate the privacy, or publicity rights of any third party.

10. Your Contributions do not contain any material that solicit personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health, or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms or Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination, or suspension of your rights to use the Site.

#### **CONTRIBUTION LICENSE**

You and the Site agree that we may access, store, process, and use any information and personal data that you provide filling the terms of the Privacy Policy and your choices (including setting).

By submitting suggestions or other feedback regarding the site, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not access any ownership over your Contributions. You retain full ownership of all your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in our Contributions provided by you in any area on the Site. You are solely responsible for your Contributions, or the Site and you expressly agree to exonerate us from any all responsibility and to refrain from any legal action against us regarding your Contributions.

#### **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the restrictions use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby, waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation or any proprietary right in your Submissions.

#### **THIRD-PARTY WEBSITES AND CONTENT**

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as article, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third Party Content"). Such Third-Party Website and Third-Party Content are

not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites access through the Site or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable term and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or installed from the Site. Any purchases you make through Third-Party Websites will be through other websites from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contract with Third-Party Websites.

#### **U.S. GOVERNMENT RIGHTS**

Our services are “commercial items: as defined in Federal Acquisition Regulation (“FAR”) 2.101. IF our services are audited by or on behalf of any agency not within the Department of Defense (“DOD”), our services are subject to the terms of these Terms of Use in accordance with FAR 12.212 (for computer software) and of the data acquired by the DOD. This U.S. Government Rights clause is *in lieu* of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Use.

#### **SITE MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

#### **PRIVACY POLICY**

We are about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Terms of Use. Please be advised this Site is hosted in the United States. If you access the Site from any other regional of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable law in the United States, then through your continued use of the Site, you are transferring your data to the United States, and agree to have your data transferred and processed in the United States.

#### **TERM AND TERMINATION**

The Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO ANY USE OF THE SITE (INCLUDING CLOCKING CERTAIN ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION WE MAY TERMINATE YOUR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruption, delay, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by our inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

These Terms shall be governed by the defined law of the state of Florida. MSA Source, LLC and yourself irrevocably consent that the courts of the state of Florida shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

## **DISPUTE RESOLUTION**

You agree to irrevocably submit all disputes related to Terms or other legal relationships established by this Agreement to the jurisdiction of the Florida courts. MSA Source, LLC, shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the country where you reside, or, if these Terms are entered into in the course of your trade or profession, the state of your principal place of business.

## **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any error, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

THIS SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS, YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE, AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OR CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AN USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED HEREIN, (4) ANY INTERRUPTION OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, AS WITH THE PURCHASE OF A

PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENFORCEMENT. YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### **LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOUR OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE. EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE ONE (1) LIMITATIONS OF IMPLIED WARRANTIES OF THE EXCLUSIONS OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site, (2) breach of these Terms of Use, (3) any breach of your representations or warranties set forth in these Terms of Use, (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### **USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular and routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

#### **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting this Site, sending us emails, and completing online forms constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURE, CONTRACTS, ORDER, AND ANY OTHER RECORDS, AND TO ALL ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTION INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### **CALIFORNIA USERS AND RESIDENTS**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd, Suite N 112, Sacramento, CA 95834, or by telephone at (800) 852-5210, or (916) 445-1254.

### **MISCELLANEOUS**

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### **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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