

## **Cogi Systems, LLC Terms and Conditions**

This policy is effective as of July 1, 2011. In this disclosure, you'll find details about our Terms and conditions for acceptable use. We want you to make an educated choice, so please read this disclosure carefully to understand the options available to you.

Terms of Use for the Cogi Systems Webs.  
Last updated August 13, 2011

### **Terms of Use**

#### **General**

Cogi Systems LLC operates various web services. Any person accessing or using the Cogi Systems Web and/or services is referred to as "you".

#### **Acceptance of Terms**

By accessing or using any part of the Cogi Systems Web or the services provided as set forth below (collectively, the "Services"), you agree to accept and comply with the terms, conditions, and notices stated herein and as may be modified by Cogi Systems LLC from time-to-time without notice to you (the "Terms of Use"). These Terms of Use constitute a binding contract between Cogi Systems LLC and you. You are responsible for regularly reviewing the Terms of Use. If you do not wish to be bound by these Terms of Use, please do not access or use any part of the "Services."

#### **All Sales Final**

All Sales Final means that no refunds, merchandise credits or exchanges are accepted. All evaluations are required to be conducted within the trial period offered for the Services as described in the End User License Agreement (EULA). Online services are monthly subscription based, and can be cancelled at any time. There are no refunds for unused portions of a subscription cycle

#### **General Use of the Services**

Unless specified otherwise, Cogi Systems LLC offers you access to the Services solely for their intended uses as defined by Cogi Systems, LLC. You agree to only access or use the Services only for legal purposes that are permitted by the Terms of Use. Among other things, you agree not to:

- except with the express written permission of Cogi Systems LLC, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another Web page, use on any other Web site, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Services, including without limitation, engaging in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information;
- damage, disable, overburden, or impair the Services or interfere with any other party's use of the Services;
- obtain or attempt to obtain any materials or information through any means not made readily accessible by the Services.

Except with the express written permission of Cogi Systems, LLC, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Services. Except with the express written permission of Cogi Systems, LLC, you agree that you will not create links from any Web site or Web page to any page within the Cogi Systems Web;

provided however upon prior written notice to Cogi Systems at <http://www.cogisystems.com/contact.aspx>, you may create a link directly to the Services public pages, including, but not limited to pages currently located at <http://www.cogisystems.com>. The origin of any link to any Cogi Systems page must be accompanied by a clear and prominent attribution indicating that the link is connected to the Cogi Systems Web. By creating a link to the Cogi Systems Web, you agree that (a) you will not employ any technology that results in the placement of content from the Cogi Systems in a frame and/or a reduced pop-up window and/or any other display mechanism which changes appearance of the Cogi Systems Web from how it would appear if a user typed the URL in a typical browser line, (b) your site shall not display content or link to other web sites that contain content that is illegal, obscene, indecent, disparaging, discriminating or otherwise offensive, (c) you have duly registered your domain name and possess all rights necessary to use the same, and (d) you shall not in any manner access, collect, store, disclose, transfer or use any information obtained or derived from a user's access to or use of the Cogi Systems Web. Cogi Systems, LLC reserves the right to revoke your permission to create such link at any time in its sole discretion and you agree to immediately cease using the link at any time that Cogi Systems so requests.

You agree that Cogi Systems may in its sole discretion and at any time terminate your access to and use of the Cogi Systems Web, or any part thereof, with or without notice. You further agree that use of the Services shall be immediately terminated if you violate these Terms of Use. In addition, Cogi Systems, LLC reserves the right, in its sole discretion, to modify or discontinue the Services or any portion thereof, with or without notice, and without liability to you.

The Services provided through the Cogi Systems may also be located on third party servers and use third party applications, via a link, or otherwise. In addition, Cogi Systems does not make any representation or warranty with respect to third party services, and is not responsible for their availability, sufficiency, veracity, completeness, or timeliness. You are responsible for confirming the sufficiency and reliability of any third party services, and you hereby release Cogi Systems from any and all claims, demands, liability and damages (actual or consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with your use of such Services.

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### **Content You Provide**

To the extent that you post, upload, input, submit or otherwise transmit (collectively, "Transmit" or "Transmitting" as appropriate) Content on or through the Services, you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing

your affiliation with any person or entity. You are entirely responsible for all Content that you provide or otherwise make available via the Services. You also warrant and represent that you own or otherwise control all of the rights to such Content including, without limitation, all the rights necessary for you to Transmit such Content, and to transfer your or others' interests in such Content to the Services as provided below.

- You promise that you will not use the Services to: Transmit any Content not related to appropriate subject matters;
- which is misleading to others, including consumers;
- that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- that you do not have a right to post and transmit under any law or under contractual relationships;
- such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, HIPAA regulations, copyright or other proprietary rights of any party;
- Send SPAM. SPAM is defined as sending more than 100 simultaneous (messages reasonably close together in transaction time) unsolicited messages.
- and materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- or, intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law, including the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act.

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Cogi Systems, LLC is committed to maintaining the privacy and security of any and all such information that you provide to Cogi Systems through the Services in accordance with its Privacy Policy.

## **General Terms**

### **Applicable Law**

This Terms of Use is governed by the laws of the State of Minnesota, U.S.A. without regard to conflicts of laws principles. You hereby consent to the exclusive jurisdiction and venue of courts sitting in Minnesota, County of Hennepin in all disputes arising out of or relating to accessing or using of the Cogi Systems and/or Services. Access or use of the Cogi Systems Web is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Cogi Systems as a result of the Terms of Use or accessing or using the Cogi Systems Web. Cogi System's performance under the Terms of Use is subject to existing laws and legal process, and nothing contained in the Terms of Use is in derogation of Cogi System's right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the Cogi Systems Web or information provided to or gathered by Cogi Systems

with respect to such use.

### **Interpretation of the Terms of Use**

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. Unless otherwise specified herein (or in any other definitive written agreement between you and Cogi Systems), the Terms of Use constitutes the entire agreement between you and Cogi Systems with respect to the Cogi Systems and Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Cogi Systems with respect to the Cogi Systems and Services. A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Confidentiality**

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