

# Terms of Use

Last Updated: October 2018

Conklin & deDecker Associates, Inc. ("Company") has established a public website and a password protected, restricted access website (collectively, the "Site"). Full access to the password protected, restricted access website is for Company clients to whom Company has issued a username and password ("Log-in Credentials"). Any user of the Site is referred to herein as an "Authorized User" or "You" or "Your". As a condition to using the Site, You agree to be bound by, and to comply with, all of the terms of use set forth herein (the "Terms"). If You do not agree with the Terms or do not wish to be bound by the Terms, Your sole and exclusive remedy is to log out of the Site (if applicable) and to discontinue all use of the Site. Company provides certain services pursuant to other terms and conditions or agreements with its clients, and to the extent You use such services You also shall be obligated to abide by such other terms and conditions or agreements.

**1. Log-in Credentials and Access.** You shall maintain the confidentiality of any Log-in Credentials issued to you by Company. Your Log-in Credentials may not be transferred to or shared with anyone. You are not permitted to allow anyone to log-in using Your Log-in Credentials or to allow anyone to view this Site during a session when You are logged in to the Site. You shall notify the Site administrator at [info@conklindd.com](mailto:info@conklindd.com) immediately if You become aware of any unauthorized use of Your Log-in Credentials or if the confidentiality of Your Log-in Credentials may have become compromised. You shall log out of any session when You finish Your use of the restricted portion of the Site. You are responsible for all activity that occurs under Your Log-in Credentials. Company has the right (but not the obligation) to immediately suspend or terminate Your ability to access and use the restricted portion of the Site if, in Company's sole discretion, (a) Your use may cause harm to the Site or disrupt the ability of other users to use and access the Site, (b) fraudulent, unauthorized or illegal use of the Site is or may be occurring, (c) such suspension or termination is necessary or advisable to protect the Site, Company's Confidential Information, Your data or the data of any other Company client, (d) Company may be required by law to suspend or terminate access, or (e) Your use of the Site is in violation of any other agreement between You and Company. You may be unable to access the Site from time to time in the event Company or its contractors are performing maintenance to or updating the Site, and such inability to access the Site may be due to scheduled or unplanned maintenance or updates.

**2. Purpose.** CONTENT ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND IS FOR USE SOLELY BY COMPANY CLIENTS. CONTENT ON THE SITE IS NOT INTENDED AS MAINTENANCE ADVICE NOR AS ANY RECOMMENDATION BY COMPANY AS TO THE SAFETY, OPERATION OR SERVICING OF YOUR AIRCRAFT ASSETS. NOTHING ON THE SITE IS INTENDED AS, AND NOTHING ON THE SITE SHALL BE DEEMED TO BE, AN INDICATION BY COMPANY THAT YOU ARE IN COMPLIANCE WITH LAWS, SAFETY REGULATIONS, OR MAINTENANCE OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS REGARDING THE OPERATION, MAINTENANCE, AND SAFETY OF YOUR AIRCRAFT ASSETS AND FOR COMPLIANCE WITH ALL APPLICABLE LAWS, SAFETY REGULATIONS, OR MAINTENANCE OBLIGATIONS. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THE COMPLETENESS AND ACCURACY OF ANY INFORMATION YOU UPLOAD TO THE SITE, AND FOR OBTAINING ANY LEGAL, TAX, FINANCIAL OR INDUSTRY ADVICE THAT MAY BE WARRANTED, DESIRABLE OR NECESSARY. THE SITE IN NO WAY SHOULD BE SEEN AS A REPLACEMENT FOR CONSULTATION WITH COLLEAGUES OR OTHER SOURCES OR SUBJECT MATTER EXPERTS. YOU AGREE TO USE THE SITE SOLELY FOR YOUR INTERNAL BUSINESS PURPOSES, SUBJECT TO ALL LIMITATIONS AND DISCLAIMERS SET FORTH IN THESE TERMS.

**3. Privacy and Data Collection.** Whenever You use the Site or submit information via this Site, You consent to the collection, use, and disclosure of that information in accordance with these Terms and Company's Privacy Policy, which can be found at [www.conklindd.com](http://www.conklindd.com). Without limiting the foregoing,

**4. How to Contact Us.** If You have any questions related to these Terms, or if You would like to opt out of future communications, please contact Company as follows [info@conklindd.com](mailto:info@conklindd.com). You may also call us at 817-277-6403.

**5. Intellectual Property Rights and Confidentiality Obligations.** All content of this Site ("Content") and all software used on this Site ("Software") is owned or controlled by Company or its licensors and is protected by worldwide copyright laws. You shall not, directly or indirectly, copy, modify, create a derivative work of, reverse engineer, decompile, reverse assemble or otherwise attempt to discover any source code of the Software. You acknowledge and agree that as between You and Company, Company is the sole and exclusive owner of all intellectual property and proprietary rights in and to the Content and Software. On the condition You comply with these Terms, Company grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access the Site confidentially on Your computer and to view and download Content only for Your internal business purposes; provided, that You shall not otherwise reproduce the Content and You shall not distribute, display or create derivative works of any Content. Except as expressly stated herein, You are not granted any other rights in and to the Site or its Content or Software or any intellectual property rights therein. Without limiting the foregoing, Company reserves all rights to all trademarks, service marks, logos, designs, user interface and "look and feel" of the Site (including the Software and Content), and no use of any of these may be made without the prior, written authorization of Company. The license granted in this paragraph

automatically shall terminate without notice to You upon any of the following: (a) You breach Your obligations under these Terms and, for breaches that can be cured, You fail to cure such breach within 10 days after Company gives you written notice of such breach; (b) You breach Your obligations under these Terms and such breach cannot be cured (as determined by Company in its sole discretion); (c) You choose to terminate Your use of and access to the Site; (d) You do not agree to and accept unequivocally all of these Terms; (e) Company terminates or suspends Your right to access the Site as set forth in these Terms; or (f) any other agreement between You and Company is terminated or expires.

You acknowledge that the Site contains confidential and proprietary information of Company and its suppliers and business partners, including, without limitation, documents that are only for the use of Company clients (collectively, "Confidential Information"). You agree that You will: (a) use Confidential Information solely for Your own internal business purposes and will not use it to compete with or to enable or assist any third party to compete with Company; (b) preserve the confidentiality of Confidential information using security measures that You apply to Your own confidential information, but in no event less than reasonable efforts; and (c) not disclose Confidential Information to any third party or use it or allow it to be used for the benefit of any third party. Upon Company's request at any time, You shall return or destroy (at Company's option) all material containing Confidential Information, and You shall notify Company if You become aware that any Confidential Information has been communicated or disclosed to an unauthorized third party.

**6. Disclaimers, Waiver and Limitation on Liability.** Company will use reasonable efforts to include up-to-date and accurate information on this Site, but makes no representations, warranties, or assurances as to the accuracy, currency, or completeness of the information provided. Company shall not be liable for any damages or injury resulting from Your access to, or inability to access, this Site, or from Your reliance on any information provided at this Site. THE CONTENT PROVIDED AT THIS SITE IS PROVIDED 'AS IS' WITHOUT ANY WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. COMPANY DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE CONTENT AT THIS SITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS AND OMISSIONS THEREIN.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK, AND IT IS YOUR RESPONSIBILITY TO TAKE PRECAUTIONS TO ENSURE THAT THE PAGES AND OTHER MATERIALS ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE. THERE IS NO GUARANTEE THAT THIS SITE WILL BE AVAILABLE ON A CONSISTENT OR ONGOING BASIS, AND THE PROVISIONS OF THIS SITE MAY BE SUBJECT TO PERIODS OF INTERRUPTION OR POOR PERFORMANCE AND MAY BE TERMINATED AT ANY TIME.

UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS SUPPLIERS, BUSINESS PARTNERS, LICENSORS OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DAMAGES OR INJURY WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE, INABILITY TO USE, THE RESULTS OF USE OF THIS SITE, OR RELIANCE ON INFORMATION AT THIS SITE, ANY WEBSITES LINKED TO THIS SITE OR THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR INJURY.

COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES DUE TO MISTAKES, OMISSIONS, COMPUTER VIRUS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSIONS, OR FAILURE OF PERFORMANCE AND, IF YOUR USE OF THE SOFTWARE OR CONTENT FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR INJURY AND/OR DAMAGES OF ANY KIND WHICH RESULT FROM AN INDIVIDUAL USING ANY CONTENT ON THIS SITE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**7. Links to Other Websites.** Notwithstanding any links or references to other websites that may be provided at this Site, Company shall have no responsibility for the content of such other websites and shall not be liable for any damages or injury arising from Your visiting such websites or using such content. Any links to other websites are provided merely as a convenience to You. No link or reference to any other website shall be deemed to be an endorsement by Company. It is Your responsibility to read and comply with the terms of use of any website You visit.

**8. Changes to the Site.** Company may make changes to the Content at this Site at any time without notice; however, the Content at this Site may be out of date and Company makes no commitment to update the Content at this Site. Company has the right (but not the obligation) to delete, modify, revise or supplement the Site, the Content of this Site, or these Terms at any time for any reason without notice to anyone. It is Your responsibility to visit this page from time to time to review the then-current Terms. Your continued use of the Site (including any Software or Content), including after logging in with Your Log-in Credentials (if applicable), constitutes Your consent to, and agreement to be bound by, any changes to the Site, Content, Software or the Terms.

**9. Content Provided by You.** Subject to Section 3, anything that You post or otherwise make available using the Site is referred to herein as "User Content." By providing Company with User Content, You hereby grant to Company an unlimited, transferable, irrevocable, sublicensable, nonexclusive, worldwide, perpetual, royalty-free, fully paid-up license to use, reproduce, modify, edit, adapt, publish, translate, display, remove, retain, process, analyze, distribute and create derivative works of and compilations containing User Content in all media now known or hereafter developed. You hereby represent, warrant and covenant to Company that You are the sole and exclusive owner of the User Content and have the right to provide the User Content to Company, that the provision of such User Content does not violate any agreement to which You are bound, and that any User Content You provide to Company: (a) is not false, inaccurate or misleading; (b) does not contain any malware, viruses, Trojan horses, worms, or other automatic devices that are intended to damage, detrimentally interfere with or intercept any data or information from the Site; and (c) does not infringe or misappropriate any third party's intellectual property, publicity, privacy, confidentiality or other proprietary rights. Company has the right (but not the obligation), in its sole discretion, to remove or delete User Content from the Site, including, without limitation, if such User Content violates these Terms, the intellectual property rights of any third party, or any terms or conditions of third parties that operate the Site. Without limiting the foregoing, You agree You will not provide any User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to You or any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that Company or its licensors deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that You know is not correct and current.

**10. Termination of Your Log-in Credentials.** Without limiting any other rights to suspend or terminate Your access, Company reserves the right to terminate Your Log-in Credentials at any time for any reason. If You fail to comply with these Terms, then in addition to terminating Your Log-in Credentials, Company reserves the right to bring any and all claims against You in law and/or in equity that may be available. Notwithstanding the termination of Your Log-in Credentials, the provisions of Sections 5, 6, 11 and 12 shall survive and continue to be binding on You.

**11. Indemnification.** You shall defend, indemnify and hold harmless Company and its affiliates, and their respective officers, directors, employees, agents, successors and assigns (each an "Indemnified Party"), from and against any and all actual or pending claims, losses, damages, costs, fines, expenses or other liabilities, including reasonable attorneys' fees and expenses, including those incurred in any dispute between the parties in any enforcement of this provision (collectively, "Losses") arising out of any third-party claim relating to or based upon: (a) actual or alleged injury or illness to any person (including death) or damage to property to the extent caused in whole or in part by You; (b) infringement, misappropriation or other violation of any third party's intellectual property or proprietary rights, rights to privacy or rights to publicity arising from or relating to User Content or any use of the Site (including any Software or Content) under Your Log-in Credentials other than as expressly permitted by these Terms; (c) non-fulfillment or breach by You of any agreement or obligation under these Terms; (d) the inaccuracy or breach of any representation, warranty or covenant made by You in these Terms; or (e) Your violation of law or willful misconduct. The Indemnified Party shall have the right to participate in the defense of any Losses and to employ counsel, at its own expense, separate from the counsel employed by You. The Indemnified Party will reasonably cooperate (at Your expense) in the defense and shall have the right to approve any proposed settlement or compromise. Notwithstanding anything herein to the contrary, You shall not consent to, and no Indemnified Party shall be required to approve, any settlement, compromise or judgment that (x) You do not fully pay for, (y) provides for injunctive or other non-monetary relief affecting any other Indemnified Party or includes any statement or implication of any wrongful or improper act or omission by any Indemnified Party, and (z) does not include an unconditional release from all liability of each Indemnified Party with respect to such Losses by each third party that has claimed, or has a right to make a claim for, or with respect to any Losses.

**12. Additional Terms.** These Terms constitute the entire agreement between You and Company with respect to Your access to and use of the Site, and supersede any other agreement (oral or written) between You and Company regarding the specific subject matter hereof; provided, however, these Terms do not supersede any other agreement (written or oral) You may have with Company. Subject to Section 8, no changes may be made to these Terms unless approved in a writing signed by Company. These Terms and any related claim or dispute, whether in contract, tort or otherwise, shall be governed by the laws in effect in the State of Illinois, without giving effect to its conflicts of law principles. Each party irrevocably consents and agrees to the exclusive jurisdiction of the Illinois state or federal courts, as applicable, located in Chicago, Illinois. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, CLAIM OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING HEREUNDER, RELATING TO OR IN CONNECTION WITH THESE TERMS OR COMPANY'S PROVISION OF, OR YOUR USE OF THE SITE, SOFTWARE OR CONTENT. You may not assign or delegate any of Your duties or obligations under these Terms without the prior written consent of Company and any purported assignment without such consent shall be null and void. Company may assign or delegate these Terms or any of its rights to any entity without limitation. You agree that Company would be irreparably harmed by any use of the Site, Software, Content or Confidential Information in any manner not in accordance with these Terms, and would suffer injuries for which damages at law would be inadequate, and You agree that Company shall have the right to injunctive or other equitable relief, without obligation for Company to post a bond. Nothing contained herein shall deem or construe the parties to be partners, joint venturers, principal-agent or employer-employee, and no party shall have any authority to obligate or bind the other whatsoever.