<u>ລາetAlly</u>

Website Terms of Use

NetAlly Website Terms of Use

ATTENTION: These terms of use set forth the basis on which you are permitted to access and use this Website, netally.com (the "Website"). By accessing this Website, you acknowledge acceptance of these terms of use. NetAlly (LinkRunner LLC, DBA NetAlly) reserves the right to change these terms of use from time to time at its sole discretion.

Ownership

All copyrights and other intellectual property rights in the Website, including without limitation, all trademarks, logos, software, and written and graphical content included in the Website, are owned by NetAlly ("NETALLY") and are hereby reserved.

Limited License

NETALLY hereby authorizes you to copy materials published by NETALLY on this Website solely for non-commercial use within your organization (or if you are a NETALLY Partner, your customer's organization) in support of NETALLY products. No other use of the information is authorized. In consideration of this authorization, you agree that any copy of these materials which you make shall retain all copyright and other proprietary notices in the same form and manner as on the original. Except as specified above, nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or right under any patent, trademark, or copyright of NETALLY or any third party.

ALL CONTENTS ON THIS WEBSITE ARE PROTECTED BY COPYRIGHT. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION ON THIS WEBSITE MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM NETALLY. VISITORS OR USERS ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT, OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON THIS WEBSITE FOR ANY PUBLIC OR COMMERCIAL PURPOSES.

Links to Third-Party Sites

This Website may contain links to third-party sites. Access to any other Internet site linked to this Website is at the user's own risk and NETALLY is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on these sites. NETALLY provides these links merely as a convenience and the inclusion of such links does not imply an endorsement.

Compliance with Applicable Laws; Export Control Laws

Your access to this Website is governed by all applicable federal, state, and local laws. All information available on the Website is subject to U.S. export control laws and may also be subject to the laws of the country where you reside.

Content and Liability Disclaimer

NETALLY shall not be responsible for any errors or omissions contained on the NETALLY Website. NETALLY may change the programs or products mentioned at any time without notice. Mention of non-NETALLY products or services is provided for informational purposes only and constitutes neither an endorsement nor a recommendation by NETALLY. All NETALLY and third-party information provided on the NETALLY Website is provided on an "as is" basis. NETALLY AND ITS SUPPLIERS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION (INCLUDING ANY SOFTWARE, PRODUCTS, OR SERVICES) PROVIDED ON ANY NETALLY WEBSITE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

IN NO EVENT SHALL NETALLY OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR NETALLY AND/OR ITS SUPPLIERS SHALL NOT BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE OR LOSS OF USE, COST OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE ANY NETALLY WEBSITE, ANY NETALLY PRODUCT OR SERVICE, EVEN IF NETALLY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law

The NETALLY Website is controlled by NETALLY from its offices in Colorado Springs, CO, USA. You acknowledge and agree that any dispute arising directly or indirectly out of your use of this Website shall be governed by the laws of the State of Colorado, USA, without regard to any choice-of-law provision, and not by the United Nations Convention on Contracts for the International Sale of Goods. You agree that the state or federal courts located in Denver, Colorado, USA, shall have the exclusive jurisdiction and venue over any action arising out of your use of the NETALLY Website.

Entire Agreement

These terms of use are the entire agreement between you and NETALLY in relation to your use of the Website, and all other representations or discussions are hereby excluded from this agreement. If any part of these terms are held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. NETALLY's failure to insist on or enforce strict performance of these terms shall not constitute a waiver of any breach or any future breaches thereof.

Last update: May 28, 2019