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SHOULD YOU ELECT TO USE THE SITE, THE TERMS, TOGETHER WITH THE DECISION LAB PRIVACY POLICY LOCATED AT <http://www.decisionlab.io/legal/privacypolicy.pdf> ("PRIVACY POLICY"), FORM A LEGAL CONTRACT BETWEEN YOU AND DECISION LAB (the "agreement"). BY USING the SITE, YOU ARE IRREVOCABLY AGREEING TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS IN THE AGREEMENT, YOU MAY NOT USE THE SITE.

Decision Lab reserves the right to change, update, add or remove provisions of these Terms, at any time by posting the updated Terms on the Site, along with a notice of the effective date of the updated Terms. By using this Site after Decision Lab has updated the Terms, you are agreeing to all of the updated Terms. If you do not agree with any of the updated Terms, your only recourse will be to stop using the Site.

**Effective Date: September 12, 2016**

## Eligibility

By using the Site, you represent that you are 18 years of age or older, or if you are between the ages of 13 and 18, that you are using the Site with the permission of your parent or legal guardian, or that you are an emancipated minor between the ages of 13 and 18. If you are a parent or legal guardian who is registering for a child, you hereby agree to bind your child to the Agreement and to fully indemnify and hold harmless Decision Lab if your child breaches or disaffirms any term or condition of the Agreement. If you are using this Site on behalf of an entity, you represent that you are authorized to legally bind such entity to the Agreement. If Decision Lab believes that you do not meet any of these requirements Decision Lab may immediately terminate your use of the Site. If you are under the age of 13 years old, you may not use the Site.

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# Content

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Monitoring. Decision Lab may, but is not obligated to, monitor Site Content, User Content and your use of the Site. Decision Lab reserves the right to accept, reject or modify any Site Content or User Content, but assumes no liability based on its acceptance, rejection, modification or failure to modify any Site Content or User Content.

Infringement and DMCA. Decision Lab respects the intellectual property rights of others, and we ask you to do the same. Decision Lab may, in appropriate circumstances and at our discretion, terminate access to this Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide Decision Lab's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit Decision Lab to locate the material.
- Information reasonably sufficient to permit Decision Lab to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.

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- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Decision Lab's agent for notice of claims of copyright or trademark infringement on this Site can be reached at [legal@decisionlab.io](mailto:legal@decisionlab.io).

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such a notice from us, you may provide us with a counter-notification in writing to the Decision Lab designated agent that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Decision Lab may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

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Decision Lab reserves the right, in its sole discretion, to terminate the account or access of any user of the Site who is the subject or repeated DMCA or other infringement notifications.

## General Use of the Website

Restrictions on User Content. In connection with your use of the Site, you agree not to submit any User Content which (i) is unlawful, (ii) violates any right of publicity or invades the privacy of others, (iii) constitutes obscene, pornographic, indecent, profane or otherwise objectionable material, (iv) is discriminatory, hateful or bigoted toward, or abusive of, any group or individual, (v) is libelous or defamatory or (vi) violates any applicable law or government regulation.

Prohibited Conduct. You may not use the Site to post, transmit or link to: (i) any advertisement, promotional materials or solicitation related to any product or service that is competitive with Decision Lab products or services; (ii) software or programs which contain any harmful code, including, but not limited to, viruses, worms, time bombs or Trojan horses; (iii) content that defames, abuses, harasses, stalks, threatens, or otherwise violates the legal rights (such as rights of privacy and publicity) of others; (iv) content that includes racially, ethnically, or otherwise offensive language; (v) content that discusses or incites illegal activity; or (vi) content that includes explicit/obscene language or solicit/post sexually explicit images (actual or simulated). In addition, you may not: (a) deploy to the Site any robot, spider, scraper, website search/retrieval application, or other application designed to retrieve, index, "data mine," information from the Site; (b) use the Site to disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation; (c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; (d) alter the opinions or comments posted by others on this Site; or (e) post anything on the Site that is contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. Decision Lab reserves the right to (i) terminate access to your account and your ability to post to this Site (or use the Services) and (ii) refuse, delete or remove any content; with or without cause and with or without notice, for any reason or no reason, or for any action

that Decision Lab determines to be inappropriate or disruptive to this Site or to any other user of this Site. Decision Lab may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Decision Lab's discretion, Decision Lab will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site.

Indemnification. You agree to indemnify and hold Decision Lab and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Decision Lab or any other indemnified party suffers in relation to or arising from any violation by you of these Terms, and/or any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your Submissions), violates any applicable law or regulation, or the patents, copyrights, trademark rights or other rights of any third-party.

Export Control. You hereby represent and warrant that you understand and acknowledge that some Site Content may be subject to export, re-export and import restrictions under applicable law and that you are not located in, under the control of, or a national or resident of, any country to which the United States has embargoed goods.

## Registered Use of the Site

Registered Users. A person who is eligible and desires to create an account may, upon consenting to the Agreement, submit an application to register in accordance with the procedures set forth by Decision Lab. Decision Lab reserves the right, in its sole discretion, to deny, restrict, suspend, discontinue, or terminate your account, with or without prior notice or explanation, for any or no reason, without any liability to you.

Use Restrictions. If you become a registered user of the Site in order to gain access to support or other limited access parts of the Site, you agree (i) that the information you provide to Decision Lab in connection with your registration will be current, complete and accurate, (ii) not to choose a user name that violates any law or the intellectual property rights of others, or is offensive; provided that Decision Lab reserves the right to reject the use of any user name for any reason or no reason, (iii) not to transfer, sell,

convey or assign the right to use the Site to any third party without the prior written consent of Decision Lab and (iv) not to permit any third party to use your user name and password to access the Site.

Accounts and Passwords. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Decision Lab immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by Decision Lab or any other user of or visitor to the Site due to someone else using your ID, password or account. You may not use anyone else's ID, password or account at any time without the express permission and consent of the holder of that ID, password or account. Decision Lab will not be liable for any loss or damage arising from your failure to comply with these obligations.

Electronic Communications. By registering with the Site, you consent to receiving electronic communications from Decision Lab. These electronic communications are part of your relationship with Decision Lab. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## Privacy Policy

Please review our Privacy Policy, which is available at <http://www.decisionlab.io/legal/privacypolicy.pdf>, explains how we use information that you submit to Decision Lab, and which is incorporated into the Agreement by this reference.

## Links to Third-Party Sites

This Site may be linked to other websites that are not Decision Lab websites (collectively, "Third Party Sites"). Any and all of the Third Party Sites may change from time to time. You acknowledge and agree that the Third Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than Decision Lab, and you further acknowledge and agree that your use of such Third Party



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## Feedback

If you send or transmit any communications, comments, questions, suggestions, or related materials to Decision Lab, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, Site Content or any services offered through the Site, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby grant to Decision Lab a royalty-free, worldwide, transferable, irrevocable, perpetual license, including the right to grant and authorize sublicenses, to use or incorporate into the Site and/or any products or services any and all Feedback. For the avoidance of doubt, Decision Lab shall be free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, importing, having imported, licensing, marketing, distributing, reproducing, and selling, directly or indirectly, products and services using such Feedback, and otherwise exploiting in any manner such Feedback. You understand and agree that Decision Lab is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## Governing Law and Jurisdiction

This Agreement will be governed by the laws of the State of Colorado, without regard to its conflict of laws principles. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods or any laws based on the Uniform Computer Information Transactions Act (UCITA). All suits hereunder will be brought solely in Federal Court of Colorado, or if that court lacks subject matter jurisdiction, in any Colorado State Court located in Denver County. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any

such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar claim or defense.

## General

Decision Lab prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by Decision Lab, may result in immediate termination of your access to this Site without prior notice to you. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Decision Lab's failure to enforce any of these Terms is not a waiver of such terms. The Agreement sets forth the entire agreement between you and Decision Lab and supersedes all prior or contemporaneous negotiations, discussions or agreements between you and Decision Lab about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

## Contact Us

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