

Reg-Room LLC, Reg-Track Trial Use - Terms of Use Agreement

1. This Reg-Room LLC (“Reg-Room”) Reg-Track™ terms of use ("Agreement") contains the terms and conditions upon which you may access and use data, information, applications, documents, materials or services (collectively, "Content") available on or through Reg-Track. This Agreement is effective as of the date accepted by the user without addition or alteration thereto. Unless waived or otherwise agreed to in writing by Reg-Room, your use of Reg-Track and the Content is conditioned upon your acceptance, without modification, of all terms and conditions of this Agreement.
2. Reg-Track is a proprietary database and employs proprietary software. Your access to and use of the Reg-Track does not transfer any rights to you.
3. You agree that you will not: (i) sell, or otherwise commercially broadcast, publish, modify or distribute all or any portion of the Reg-Track Content retrieved from or through Reg-Track for any purpose; (ii) offer and or provide to others any Reg-Track Content retrieved from or through Reg-Track as part of a subscription service or similar arrangement (regardless of whether there is a charge for the service or similar arrangement), or for any commercial purpose; (iii) use Reg-Track Content to develop, contribute to or create a database or other collective work to be sold, licensed or made otherwise available to others; (iv) use any robot, spider, other automatic device, or manual process to monitor or copy the Reg-Track Content in bulk, or to make voluminous, excessive or repetitive requests for information; (v) use any device, software or routine to bypass any software or hardware that prohibits volume requests; or (vi) interfere with or attempt to interfere with the proper working of Reg-Track, or take any action that imposes an unreasonable or disproportionately large load on the Reg-Track.
4. Reg-Room makes no warranties or other representations that use of the Reg-Track Content will satisfy a party’s statutory and/or regulatory responsibilities with respect to federal and/or state laws and regulations.
5. Reg-Room, its content providers, licensors, and any person or entity involved in creating, producing or distributing Reg-Track Content (collectively, " Reg-Track Site Providers"), do not warrant that the content will be uninterrupted or error free, or as to the accuracy, completeness, authenticity or the reliability of the content. The Content is provided on an “as is” basis without warranties of any kind, either express or implied, including without limitation, any warranties of title or non-infringement and any implied representations, warranties and conditions of fitness for purpose and merchantability and those arising from a course of dealing or usage of trade are hereby specifically disclaimed.
6. In no event will user attempt to reverse-engineer the Reg-Track software or any of its component parts.
7. In no event will the Reg-Track *Site Providers* be liable for any claims or losses of any nature under any legal theory, including without limitation, regulatory actions, lost profits or direct, indirect, incidental. special, consequential or punitive damages (including, but not limited to lost profits, business or revenues, loss of the use of your network, hardware, devices and/or software, loss or corruption of data, cost of capital, cost of substitute goods, facilities, services or replacement services, downtime costs or the claims

of your customers for such damages) arising out of the use of or inability to use Reg-Track or any content provided through Reg-Track.

8. The information contained in Reg-Track does not constitute legal advice, and where necessary you should obtain independent legal advice.
9. Reg-Room reserves the right, at its sole discretion, to modify the terms and conditions for use of Reg-Track at any time by changing this Agreement, and any changes are effective immediately unless stated otherwise.
10. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules. The parties hereto agree that the jurisdiction for any claim brought under this Agreement shall be in New York City, State of New York. The parties hereto expressly waive any right to a jury trial. If any of the provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

By selecting the Terms of Use box on the web-site, or by signing below, I certify that I have read and understand all of the terms set forth above and intend to form a binding agreement with Reg-Room. If I am accepting this Agreement on behalf of a company or organization, I certify that I have the authority of that organization to enter into this Agreement.