# Terms of Use

## 1. AN AGREEMENT BETWEEN YOU AND US

LodgingControls, Inc. ("We," "Us," "Our," or "LCI"), operates this website https://www.lodgingcontrols.com: ("Site"). These Terms of Use ("Terms of Use") along with the Privacy Notice (including the Cookie Policy within it), and any other documents incorporated by reference (collectively, this "Agreement") are applicable to you ("User," "You," or "Your"). By accessing and using this Site in any way, including without limitation, browsing this Site, using any information, and/or submitting any content or personal information to Us. You agree to and are bound by this Agreement, including conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and choice of Texas law.

Read these Terms of Use carefully before You begin using this Site. The terms contained herein apply to all Users of this Site. If You do not agree to be bound by these Terms of Use, then You should not continue to use this Site, and You should exit its pages. WE MAY MODIFY THESE TERMS OF USE AT ANY TIME, AT OUR DISCRETION, AND MODIFICATIONS ARE EFFECTIVE UPON BEING POSTED ON THIS SITE. YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES TO IT BECAUSE YOUR CONTINUED USE OF THIS SITE WILL MEAN THAT YOU ACCEPT SUCH CHANGES. If You do not agree with these Terms of Use or any subsequent modifications, You must not access or use this Site or disclose any personal information through this Site.

These Terms of Use were last modified on July 13, 2019.

## 2. SITE CONTENT; OWNERSHIP

1. A. All contents of this Site are: ©2019. LodgingControls, Inc. (LCI) The marks LCI; MOP AND GUEST INTERACTION (GI) are proprietary to LCI, are federally registered in the U.S., and may be registered in other jurisdictions as well. This Site contains copyrighted material, trademarks, service marks, trade dress and other proprietary content, including but not limited to all text, images, designs, graphics, content, source code, object code, data, features, and

functionality (including but not limited to all information, software, displays, enablement of video and audio, and the design, selection, and arrangement thereof) (the "Content"), and all Content is owned by Us, Our licensors, or other providers of such materials. For purposes of clarity, LCI owns the rights to the compilation, arrangement, and assembly, along with any modifications, variations, updates, versions, and changes to this Site and its Content and all User Account information entered and stored within Our Site database(s), as part of this Site. Neither this Agreement nor Your use of this Site transfers any right, title, or interest in or to this Site or Content to You, and We and Our licensors, retain all of Our and their respective right, title, and interest to this Site and Content. Any rights not expressly granted herein are reserved by Us. You may not copy, download, republish, distribute, reproduce, post, upload, transmit, transfer, prepare derivative versions or works, or otherwise use any of the information contained on this Site, in whole or in part, in any form without the prior written consent of LCI. References to "Site" throughout this Agreement includes Content.

## 3. ACCESS AND USE OF THIS WEBSITE

- 1. Permitted Use. Except as indicated to the contrary elsewhere on this Site, You may use this Site, provided that: (a) Your use of this Site is solely permitted for your personal use, to request further information about LCI or Our products or services, or to access licensed LCI software that you have already been authorized to access as an Authorized User (as defined in the applicable Software Subscription agreement) through the log-in feature; (b) You are not permitted to resell, redistribute, sublicense, enable any timesharing or service bureau use of this Site; and (c) You fully comply with this Agreement in all respects, including the restrictions set forth below.
- 2. Reliance on Information Posted. We reserve the right to modify this Site in Our sole discretion without notice. We will not be liable if, for any reason, any part of this Site, or the entire Site, is unavailable for any period of time. Periodically, We may restrict access to portions of this Site, or the entire Site. We may make these modifications at any time and for any reason without prior notice. You assume any and all risk for decisions based on information contained within this Site. The information presented on or through this Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place, or decisions You make, on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed

- on these Site materials by You or any other User of this Site, or by anyone who may be informed of any of its contents.
- 3. Use for United States Only. LCI controls and operates this website from the State of Texas within the United States of America. We make no representation that these materials are appropriate or available for use in other locations outside of the United States. If You use this Site from other locations You are responsible for compliance with applicable United States and any other applicable, local laws. By using this Site, You represent and warrant that You are a lawful User of this Site.
- 4. Links to Third-Party Websites. This Site may contain links to other websites on the Internet, and which are not maintained by LCI. When You leave this Site, You do so at Your own risk. By providing a link to a third-party website, We are not endorsing or attempting to associate with any other entity. Other websites are not under Our control, and You acknowledge that We shall not be responsible or liable for any of the text, images, videos, content, or any other content or information from a third-party website. You also acknowledge that LCI shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, Your reliance on any information, any good, any service, or any other material provided through a third-party website. If You visit a website or application that is linked to from this Site, We encourage you to consult that website's or application's privacy policy before providing any personal information and whenever interacting with any website or application.
- 5. Authorized User Accounts.
  - Accounts. If you are an Authorized User under a Software Subscription Agreement with LCI, You may access the Software through your account on this Site ("Account") subject to the terms and conditions of the applicable Software Subscription Agreement. You acknowledge that You must be at least eighteen (18) years old to maintain an Account on this Site. Additionally, You may be asked to provide important contact information. You agree to provide accurate and complete information. You are required to update Your information in order to maintain its accuracy on an ongoing basis. You (individually and as representative of the licensee under the applicable Software Subscription Agreement) will be solely responsible for Your Account and for any activity that occurs through Your Account. You (individually and as representative of the licensee under the applicable Software Subscription Agreement) are solely responsible for the security of Your Account, including but not limited to, keeping access to Your Account secure, preventing

- circumvention of access, reporting any breaches within Your Account to Us, and any other applicable security measures.
- Your General Responsibility. You (individually and as representative of the licensee under the applicable Software Subscription Agreement) are solely responsible for any activity that takes place with Your Account and for maintaining the confidentiality and security of Your Account information, including passwords. You agree that You will never use another Authorized User's Account for any reason without that Authorized User's prior written permission. You may not transfer or assign Your Account without first obtaining the express, written permission of LCI.
- Your Security Obligations. A Authorized User who is provided with, or who has provided during the course of registration, a username, password, or any other piece of information as part of this Site's security procedures, must treat such information as confidential, and the Authorized User must not disclose it to any other person or entity. You acknowledge that Your Account is personal, and You hereby agree not to provide any other person with access to this Site or portions of it using the designated username, password, or other security information required to access Your Account. YOU FURTHER AGREE TO NOTIFY LCI IMMEDIATELY OF ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY OF WHICH YOU BECOME AWARE. YOU ACKNOWLEDGE THAT THE UNAUTHORIZED USE OF YOUR ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY, WHETHER TO US AND/OR TO OTHER USER(S) OF THIS SITE. YOU AGREE THAT LCI SHALL HAVE NO
- Exiting This Site. You agree to logout from Your Account, each time You prepare to leave this Site.

LIABILITY FOR THE UNAUTHORIZED USE OF YOUR ACCOUNT.

- Disabling An Account. We, in Our sole discretion, reserve the right to disable or delete any username, password, or Account access, without prior notice.
- 6. Termination of Access. LCI reserves the right to modify or terminate your access to this Site (or portions of this Site) at any time, temporarily or permanently, with or without notice to you, and LCI is not obligated to support or update this Site.
- 7. Prohibited Uses. As a condition of use of this Site, You represent and warrant that You shall not use this Site for any purpose that is unlawful, illegal, or prohibited by this Agreement. You agree to abide by all applicable federal,

state, local, rules, or regulations (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries and all applicable state privacy laws).

You agree that You shall refrain from and shall not permit others to engage in any and all of the activity listed below, which is not meant to be an exhaustive list of prohibited uses of this Site, but is merely illustrative of the types of activities and behaviors that are forbidden:

- You agree not to falsify any personal information or otherwise create misleading information.
- You agree not to impersonate or attempt to impersonate LCI, a LCI employee, another User or any other person or entity, or to otherwise engage in fraudulent behavior.
- You agree not to use this Site in any manner that could disable, overburden, damage, or impair this Site or interfere with any other party's use of this Site.
- You agree not to use any device, software, or routine that could interfere with the proper working of this Site.
- You agree not to attack this Site via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of this Site.
- You agree not to transmit or upload any material to this Site that contains viruses, trojan horses, worms, time bombs, or any other harmful or deleterious programs.
- You agree not to use any robot, spider, or other automatic device, process, or means to access this Site for any purpose, including monitoring or copying any of the material on this Site.
- You agree not to post or transmit from this Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.
- You agree not to post or transmit to this Site any content that infringes or violates the intellectual property right or the right to privacy of any third party.
- You agree not to use any manual process to monitor or copy any of the material on this Site or for any other unauthorized purpose without Our prior written consent.
- You agree not to download, decompile, reverse engineer, disassemble, or manipulate this Site files or Site software in any manner.
- You agree not to interfere with or disrupt this Site's networks or servers.

- You agree not to attempt to gain unauthorized access to this Site, other accounts, computer systems or networks connected to this Site, through password misuse, mining or any other means.
- You agree not to use this Site to send unwanted advertising solicitation or spam.
- You agree not to interfere with LCI's or another authorized party's use and enjoyment of this Site. You shall not defame, stalk, bully, abuse, harass, threaten, impersonate, or intimidate other Users, persons, or entities while using this Site. You shall not create or submit unwanted e-mail, comments, posts, or other forms of communications aimed at harassing any other Users.
- You agree not to post private or confidential information via this Site, including, without limitation, Your or any other person's credit card information, social security number, or alternate national identity numbers, non-public phone numbers, or non-public email addresses.
- You agree not to use this Site for any illegal or unauthorized purpose. You
  agree to comply with all laws, rules, and regulations (for example, federal,
  state, local, and provincial) applicable to Your use of this Site and any content
  that You upload to this Site, including but not limited to, copyright laws.
- You agree not to use, choose, or otherwise select a username containing any terms, which would be vulgar, obscene, lewd, or otherwise offensive in nature.
- You agree not to post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via this Site.
- You agree to maintain a positive sense of decorum in all of Your interactions
  with other Users on this Site. You agree to maintain a courteous and
  professional rapport with other Users, including but not limited to, avoiding
  profanity, rudeness, insults, scandalous words or actions, or otherwise
  inappropriate behavior, during Your use of this Site.

WE HEREBY DISCLAIM ANY OBLIGATION TO MONITOR USE OF THIS SITE, OR TO RETAIN THE CONTENT ON THIS SITE, UNLESS OTHERWISE AGREED. Notwithstanding the foregoing, LCI reserves the right, in Our sole discretion, to audit or otherwise monitor any communication transmitted using this Site. We further reserve the right at all times to review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, governmental request, or business need of LCI.

## 4. USER-SUBMITTED CONTENT

- 1. User-Submitted Content. When You submit comments, ideas, suggestions, photos, graphics, or any image, text, video, or audio files, or any other type of information through this Site, You grant Us a worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use any content that You submit ("User-Submitted Content"). All User-Submitted Content shall be considered public and non-confidential information. For purposes of clarity, LCI will be under no obligation to treat User-Submitted Content as confidential or proprietary. You hereby grant LCI a perpetual, irrevocable, royalty-free, non-exclusive, transferable license with the right of sublicense to copy, reproduce, publicly display, publicly perform, distribute, create derivative works from, import, make, have made, offer for sale, sell, and otherwise use User-Submitted Content in any way LCI chooses at Our sole discretion and without any duty of compensation to the User.
- 2. Additionally, when You submit information to this Site, You represent and warrant that You have ownership and authority to post and submit the information. You agree that You will not post any information to this Site that You do not own. YOU HEREBY REPRESENT AND WARRANT THAT YOU WILL NOT UPLOAD, OR OTHERWISE TRANSMIT, USER-SUBMITTED CONTENT ONTO THIS SITE, THAT INFRINGES THE RIGHT(S) OF ANY OTHER PARTY. You further agree that you will indemnify, defend, and hold harmless LCI from and against any and all third-party demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs, or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) arising out of, in connection with, or resulting from any violation or alleged violation regarding Your User-Submitted Content and a third party's proprietary or intellectual property rights.
- 3. BY PROVIDING USER-SUBMITTED CONTENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR ALL MATERIAL THAT YOU SUBMIT, AND YOU ASSUME ALL LEGAL OBLIGATIONS RELATING TO YOUR USER-SUBMITTED CONTENT, INCLUDING BUT NOT LIMITED TO THE CONTENT'S APPROPRIATENESS, LEGALITY, AND INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.

## 5. DISCLAIMER OF WARRANTIES

THIS SITE, AND ALL INFORMATION CONTAINED HEREIN, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

LCI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, RESULTS, AND SECURITY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE MAKE NO WARRANTIES OF ANY KIND REGARDING THIS SITE, LCI, INFORMATION FOUND ON THIS SITE OR SERVICES OFFERED BY THIRD PARTIES THROUGH THIS SITE. WE MAKE NO WARRANTIES WITH REGARD TO THE ACCURACY, RELIABILITY, COMPLETENESS, COMPREHENSIVENESS, QUALITY, FUNCTIONALITY, TIMELINESS, SPEED, OR ACCESSIBILITY OF ANY INFORMATION SUPPLIED OR IN CONNECTION WITH THE CONTENT OR THE SERVICES OF THIS SITE. LCI DOES NOT WARRANT THAT THIS SITE WILL BE OPERATIONAL, SECURE, ERROR-FREE, OR VIRUS FREE.

You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Our Site to reconstruct any lost data.

WE HEREBY DISCLAIM ANY AND ALL LIABILITY RELATED TO THE USE OR TRANSMISSION OF PERSONALLY IDENTIFIABLE INFORMATION IN CONNECTION WITH THIS SITE OR SERVICES PROVIDED ON THIS SITE.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THIS SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THIS SITE, OR ON ANY THIRD-PARTY WEBSITE LINKED TO THIS SITE.

## 6. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE LCI FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THIS SITE AND/OR YOUR PURCHASE OF PRODUCTS FROM THIS SITE.

IN NO EVENT WILL LCI, OUR DIRECTORS, OUR OFFICERS, OUR EMPLOYEES, OR OUR AGENTS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, OR UNDER ANY EQUITABLE THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THIS SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT

ON THIS SITE, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THIS SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. ADDITIONALLY, YOU AGREE THAT LCI IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR YOUR EXPOSURE TO ANY DEFAMATORY, LIBELOUS, THREATENING, OBSCENE, HARASSING, OR OTHERWISE UNLAWFUL CONTENT OR INFORMATION RESULTING FROM YOUR USE OF THIS SITE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND LCI, OR ONE OF ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU TO LCI (IF ANY) OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE, OR WITH ANY PORTION OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

IF YOU ARE A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

#### 7. INDEMNIFICATION

YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LCI and its affiliates, officers, directors, employees, agents, contractors, licensors, and any information providers, from and against any and all third-party demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation)

arising out of, in connection with, or resulting from any violation or alleged violation of Your breach of or default under the terms or conditions of this Agreement, any claim arising out of, in connect with, or resulting from Your use of the Site, or any negligence, gross negligence or willful misconduct by or on behalf of You or Your employees or agents, or any User-Submitted Content (or LCI's use of it) that You provide to this Site as described under Section 4, above. For purposes of clarity, these indemnification obligations apply to Your use of this Site and Your use of this Site's Content and services, other than as expressly authorized in this Agreement, Your use of any information or services obtained from this Site, and any information You provide to this Site.

YOU FURTHER AGREE THAT LCI SHALL RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, and in such case, You agree to cooperate with LCI in the defense of such matter.

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## 8. GOVERNING LAW, JURISDICTION

These Terms of Use shall be construed, governed, and enforced under the laws of the State of Texas (without regard to rules governing conflict of laws provisions). You agree that venue for all actions, arising out of or relating in any way to Your use of this Site, shall be in a federal or state court of competent jurisdiction located in Williamson County, Georgetown, Texas, within one (1) year after the claim arises. Each party waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

#### 9. SEVERABILITY

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions will continue in full force and effect.

## 10. WAIVER

No waiver by LCI of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of LCI to assert a right or provision shall not constitute a waiver of such right or provision.

#### 11. ASSIGNMENT

LCI may assign its rights and duties under this Agreement without notice to you. You may not assign these this Agreement, in whole or in part, without the prior written consent of LCI, and any assignment in contravention of the foregoing shall be null and void.

### 12. COPYRIGHT INFRINGEMENT

If You believe that Your copyrighted work or the copyrighted work of another party is being infringed, please notify LCI's designated agent at the contact information below:

## **Mailing Address:**

LodgingControls, Inc Attn: Designated Agent PO BOX 178 CEDAR PARK, TEXAS 78630

**Telephone Number**: (855) 372-5267

Email Address: pradip.mulji@lodgingcontrols.com

When notifying Us of the alleged copyright infringement please provide Us with the following:

- 1. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- 2. identification of the copyrighted work alleged to have been infringed;
- 3. a description of the material that is claimed to be infringing and information sufficient to locate the material on this Site;
- 4. information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;

- 5. a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.

#### 13. CONTACT US

To ask questions or comment about these Terms of Use (other than for copyright infringement claims), You may contact Us at:

LodgingControls, Inc

Attn: Designated Agent

PO BOX 178 CEDAR PARK, TEXAS 78630

**Telephone Number**: (855) 372-5267

Email Address: tech.support@lodgingcontrols.com

For alleged copyright infringement claims, please use the contact information set forth in Section 12 above.

## 14. ENTIRE AGREEMENT

These Terms of Use, along with the Privacy Notice (including the cookie policy embedded in the Privacy Notice) referenced herein, represent the entire understanding and complete agreement by and among User and LCI. Sections 1, 2, 5-14, and this Section 15 shall survive any termination of these Terms of Use.

BY USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, AND YOU AGREE TO BE BOUND BY ALL APPLICABLE TERMS AND CONDITIONS.