

## TERMS OF USE

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### Acceptance of Terms of Use

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU ACCESS OR USE THE WEBSITE. BY ACCESSING OR USING THE WEBSITE OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AS WELL AS OUR PRIVACY POLICY (<https://www.opiniion.com/privacy-policy/>) (“**Privacy Policy**”).

IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR IN ANY WAY USE THE WEBSITE AND MUST REFRAIN FROM SIGNING UP OR REGISTERING AS A USER.

### Intellectual Property Rights

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You are responsible for making all arrangements necessary for you to have access to the Website, and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or certain content, functionality, or services offered on or through the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information.

You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use or other written agreement between you and the Company.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use as well as any other written agreement between you and the Company. You agree not to use the Website in any way that violates any applicable federal, state, local or international law or regulation, including, without limitation, any laws regarding the export of data or software to and from the US or other countries. Additionally, you agree not to (A) use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website; (B) use any device, software or routine that interferes with the proper working of the Website; (C) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (D) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; (E) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or (F) otherwise attempt to interfere with the proper working of the Website.

### **Reliance on Information Posted**

The information presented on or through the Website, including our blog (<https://www.opiniion.com/blog/>), is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of such information, and any reliance is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

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### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those other sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked from this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Feedback**

By sending us any ideas, suggestions, documents or proposals (“**Feedback**”), you agree that (A) your Feedback does not contain the confidential or proprietary information of third parties, (B) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (C) we may have something similar to the Feedback already under consideration or in development, and (D) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against the Company and its users any claims and assertions of any moral rights contained in such Feedback.

## **Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services, functionality, or features of the Website. For example, certain registered users may be customers of the Company who have entered into a SaaS Services Agreement with the Company. If you have entered into another written agreement with the Company concerning the Website, the terms of that agreement control if there is any conflict with these Terms of Use.

## **Disclaimer of Warranties**

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, CONTRACTORS AND REPRESENTATIVES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively the state courts located in Salt Lake County or Utah County, Utah or the United States District Court for the District of Utah, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Use 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 the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use, our Privacy Policy and, to the extent applicable, any other written agreement between you and the Company concerning the Website, constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all other understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### **Your Comments and Concerns**

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