

## **DSA DETECTION'S TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES OFFERED BY DSA DETECTION ("DSA"). THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT [HTTP://WWW.DSADETECTION.COM](http://www.dsadetection.com) (THE "SITE") AND THE SERVICES, FEATURES, CONTENT, PRODUCTS OR APPLICATIONS OFFERED BY DSA (COLLECTIVELY WITH THE SITE, THE "SERVICE").

### **Acceptance of Terms.**

By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Site, you agree to all of the terms and conditions contained herein ("Terms of Use"), which also incorporate DSA's Privacy Policy and all other operating rules, policies and procedures that may be published from time to time on the Site by DSA, each of which is incorporated by reference and each of which may be updated by DSA from time to time without notice to you. These Terms of Use apply to all users of the Service, including, without limitation, customers of DSA and individual users of the Service.

### **Access.**

Subject to these Terms of Use, you may use the Service solely for your own use, and not for the use or benefit of any third party. Services shall include, but are not be limited to, any services DSA performs for you, any products offered or sold by DSA to you, and any consulting or training provided by DSA to you.

### **Registration and Eligibility.**

As a condition of using certain aspects of the Service, you are required to register with DSA and represent, warrant and covenant that you provide DSA with accurate and complete registration information (including, but not limited to a name, e-mail address, postal address and a password) and to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your DSA account.

You shall not (1) create any account for anyone other than yourself without such person's permission; (2) use a name that is the name of another person with the intent to impersonate that person; or (3) use a name for an improper or unlawful purpose.

DSA reserves the right to refuse registration of, or cancel a user account in its sole discretion. You are solely responsible and liable for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your DSA account password. You shall never use another user's account without such other user's prior express permission. You will

immediately notify DSA in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract. DSA may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you.

### **DSA Content.**

The Service contains Content specifically provided by DSA or its partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using DSA's Service is expressly prohibited. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial (whether or not for profit) use or in any way that violates any third party right.

### **Rules and Conduct.**

As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service. Additionally, you shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.

DSA does not guarantee that any Content will be made available on the Site or through the Service. DSA has no obligation to monitor the Site, Service, or Content. However, DSA reserves the right to remove, suspend, edit or modify any Content in its sole discretion, without notice to you and for any reason. DSA also reserves the right to access, read, preserve, and disclose any information as DSA reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of DSA, its users and the public.

### **Termination.**

DSA may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account. If you wish to terminate your account, you may do so at any time. All provisions of these Terms of Use which by their nature

should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**Warranty Disclaimer.**

You release DSA from all liability for you having acquired or not acquired Content through the Service. DSA makes no representations concerning any Content contained in or accessed through the Service, and DSA will not be responsible or liable for the accuracy, copyright compliance, or legality of material contained in or accessed through the Service.

In no event shall DSA be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the Services, including, without limitation, bodily injury, emotional distress, and any damages.

THE SITE, SERVICE, AND CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE” AND ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW.

DSA, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE WEBSITE, SERVICE, AND/OR CONTENT IS SOLELY AT YOUR OWN RISK.

**Indemnification.**

You shall defend, indemnify, and hold harmless DSA, its affiliates and each of its affiliates’ employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to (a) use or misuse of, or access to, the Site, Service, or Content, (b) violation of these Terms of Use, (c) infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. DSA reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with DSA in asserting any available defenses.

**Limitation of Liability.**

ALL LIABILITY OF DSA, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HOWSOEVER ARISING FOR ANY LOSS SUFFERED AS A RESULT OF YOUR USE OF THE SITE, SERVICE, OR CONTENT IS EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT LIABILITY OF DSA, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS (AS APPLICABLE) HAS ARISEN, THE TOTAL OF SUCH LIABILITY SHALL BE LIMITED IN AGGREGATE TO ONE HUNDRED US DOLLARS (\$100).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DSA, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE (REGARDLESS OF WHETHER OR NOT DSA, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HAD PRIOR KNOWLEDGE OF THE CIRCUMSTANCES GIVING RISE TO SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SITE, SERVICE, OR CONTENT, FOR INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF ANTICIPATED SAVINGS, WASTED EXPENDITURE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS OF USE.

**Governing Law.**

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and DSA agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules, and the United States of America. For all purposes of these Terms of Use, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts located in the

Massachusetts. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation, this section.

### **Integration and Severability.**

These Terms of Use are the entire agreement between you and DSA with respect to the Service and use of the Site, Service, or Content, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and DSA. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that DSA will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, DSA must provide you with written notice of such waiver through one of its authorized representatives.

### **Modification of Terms of Use.**

DSA reserves the right, at its sole discretion, to modify or replace any of these Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or Content) at any time. DSA may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

### **Miscellaneous.**

DSA shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DSA's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. These Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with DSA's prior written consent. DSA may assign, transfer or delegate any of its rights and obligations hereunder without your consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.