

## TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY ALL OF THE TERMS AND CONDITIONS GOVERNING YOUR USE OF THIS WEB SITE AND ANY MATERIALS CONTAINED HEREIN IS A CONDITION OF YOUR RIGHTS TO FURTHER ACCESS ANY AND ALL MATERIALS CONTAINED ON OR ACCESSED THROUGH WAYFINDINGPRO.COM AND RELATED WEBSITES ("SITE"). **IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU WILL NOT BE PERMITTED TO ACCESS THIS WEBSITE.**

It is recommended that you print and keep a copy of these Terms and Conditions and any licenses posted within or through this Site for your records, and that you periodically review these documents on this Site as they may change from time to time as added functions are incorporated into the Site. Any previous copies of these Terms and Conditions, either downloaded or printed, are superseded by the Terms and Conditions posted on the Site. If there is a discrepancy between posted formats, Rivendell Technologies, LLC will make the determination as to which format is currently in force. Your rights to use this Site and any Software or Documentation are restricted rights that are governed by these Terms and Conditions and the End User License Agreement contained herein.

### 1. General.

This Site is owned and operated by or on behalf of Rivendell Technologies, LLC and/or its affiliates or subsidiaries ("Rivendell"). By accessing, receiving, downloading, syncing, using, or possessing, or continuing to access, receive, download, sync, use or possess, any software, toolbars, user interfaces, applications and/or associated media ("Software") for use with desktop computers, via the internet, and/or via wireless or other handheld or mobile devices ("Hardware"), printed, online or electronic materials associated therewith ("Documentation") (collectively Software and Documentation to be known as "Products" herein), submitting a registration form, or clicking the "I Agree" or "Continue" buttons (or a similar button) when prompted and completing the registration form, you are entering into this Agreement with Rivendell, and you hereby acknowledge and agree to the validity and applicability of the Terms and Conditions governing this Site, the Privacy Statement, any applicable Subscription Terms and Provider Terms, and agree to be bound thereby. The Products are available only to individuals age 18 and older. You represent that you are at least 18 years of age and have the capacity to create a binding legal obligation regarding your use of the Products.

### 2. Fees.

Please be advised that some areas of the Site contain fee-based Products that are subject to additional Subscription Terms.

### 3. Use of Service.

You agree that the Site and its Products are furnished and shall be used solely for your personal, business or institutional use, and are subject to Rivendell's Acceptable Use Policy set forth below. Such permitted uses do not include the right to directly or indirectly transmit, broadcast, redistribute, forward or deliver the Products which constitute the Site to any other person or entity, in any format (including, but not limited to framing, deep linking or embedding), or by any means ("Commercial Use"), absent a supplemental agreement in writing with Rivendell. The Site and its Products may be used for lawful purposes only, and may not be used in a manner which violates or infringes the rights of Rivendell, its Providers, or any third party. The term "Provider", as used herein, refers to any third parties that enable access or use of same by you, including by way of example but without limitation Internet Service Providers, and communications providers/carriers. You agree to use the Site consistent with these Terms and Conditions and shall not disclose your password to any unauthorized person. You shall be fully responsible for maintaining confidentiality of account access information and for all changes made to your account.

### 4. Access.

Access to the Site is contingent upon you providing all equipment necessary to access the internet and the Products offered by Rivendell. Access to Wayfindingpro.com requires use of Microsoft Explorer 9.0 or higher or Mozilla FireFox 8.0 or higher, Opera 11.1 or higher, Google Chrome 15.0 or higher or Safari 5.1 or higher. Wayfindingpro.com and use of the Rivendell Products through the Site is usually available 24 hours a day, 7 days a week. However, Rivendell reserves the right to make the Site unavailable from time to time for any reason and at any time without prior notice. You agree that Rivendell shall not be liable for any damages arising from any interruption, suspension or termination of the Site. The Products supplied by Rivendell are made available on an electronic site Rivendell shall designate ("Designated Site"). Your options as to which Products are available, and how to move

Products from the Designated Site to your location or your desktop computers or wireless or other handheld or mobile devices ("Hardware"), or to issue appropriate electronic commands to accept the Products at the Designated Site and move such items to an authorized location or to pass on authorized users to the Designated Site, are limited by the type or format of the Products selected by you and your Hardware then in use. Rivendell makes no guarantees that the Products selected by you will be operational with your Hardware.

#### **5. Permitted Uses.**

You may download, view, copy and print Products incorporated in or accessed through this Site subject to the following: (1) the Products must be used solely for internal personal or business purposes and may not be re-distributed without the express written permission of Rivendell; (2) the Products may not be modified or altered in any way; 3) any copyright or other proprietary notices must appear on all copied Products; and 4) certain Products on this Site may be subject to further use, modification, copying and/or dissemination restrictions which shall override this general grant to use the Products (please see the Notice Specific To Products Available On This Website). Access to and copying/distribution of original user content (i.e. such as from chat rooms, message/bulletin boards, photo gallery, feedback forums, etc.) shall be controlled by restrictions imposed by the originator of the content or by the Acceptable Use Policy. Rivendell expressly reserves the right to refuse any materials for submission or upload by you or other users of this Site. Except as expressly provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, distribute or redistribute any information or Products from this Site in whole or in part without the prior written permission of Rivendell or its Providers. Requests to reprint or re-distribute Products and other materials accessed from this Website should be directed to the originator of the Products or materials. For Rivendell Products, reprint and/or re-distribution requests should be sent to Rivendell Technologies, LLC, 3316 5<sup>th</sup> Avenue – Suite 100, Altoona, PA 16601, Attention: Contracts Administrator.

#### **6. Intellectual Property.**

Information furnished by Rivendell to you is intended for your sole and exclusive use and shall be considered proprietary information, ownership of which shall remain with Rivendell or its Providers. All Products and information, images, and other things comprising the Site are to be considered copyrighted by Rivendell, its Providers or the content originator, as the case may be, and they remain the sole and exclusive property of such persons or entities. You are authorized to use such for the purposes stated herein and to store such information during the term hereof. You may not store for future use such information beyond that period, nor develop a library of such information. You agree not to copy materials on the Site, not to reverse engineer or break into the Site, and not to use the Site materials or Products to violate law, the Notice Specific to Products Available on this Website, Rivendell's Privacy Statement, or the Acceptable Use Policy. REGARDLESS OF ANY OTHER PROVISION HEREIN, THE TRADEMARKS OF RIVENDELL AND THE RIVENDELL NAME SHALL NOT BE USED BY YOU IN ANY WAY, ESPECIALLY NOT AS A MEANS OF IDENTIFYING THE SOURCE OF THE SERVICE TO PUBLIC AUDIENCES OR CLIENTELE WITHOUT A SPECIFIC LICENSE TO DO SO FROM RIVENDELL.

#### **7. Trademark Information.**

WAYFINDINGPRO and other Rivendell product names, slogans, or logos referenced in this Site are trademarks or registered trademarks of Rivendell Technologies, LLC. All other company product names referenced in this Site are used for identification purposes only and may be trademarks of their respective owners.

#### **8. Copyright Information.**

Original user content submitted by users or Providers to the Site or where expressly provided otherwise by Rivendell, is proprietary to the submitting users or Providers, is protected by copyright law, and is subject to the usage restrictions separately set forth in the Notice Specific To Products Available On This Website.

#### Notification of Copyright Infringement.

Rivendell will, in appropriate circumstances, terminate the accounts of owners or users involved in disputes regarding intellectual property rights and remove or disable access to related content. If you believe that this Site contains infringing or disputed intellectual property, or that work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Site or on sites linked to from this Site, please provide Rivendell's Copyright Agent a Notice of Infringing Material(s) ("Notice") containing the following elements:

- a. A physical or electronic signature of the owner (or an authorized agent) of the copyright material(s) alleged to have been infringed.
- a. A description of the copyrighted work or works that the copyright owner or agent claims have been infringed and a reasonable identification of the material(s) the copyright owner claims is infringing the copyrighted work(s) and is requesting to be removed or access be disabled.
- b. A description of where the material the alleged infringing material(s) is located on the Rivendell Site (include a URL if possible).
- c. Sufficient contact information regarding the copyright owner or agent, such as your physical address, e-mail address, website, telephone number, and fax number.
- d. A statement by the copyright owner or agent that he/she has a good faith belief that the use of the material(s) identified in the Notice is not authorized by the copyright owner, its agent, or the law.
- e. A statement by the copyright owner or agent that the information in the Notice is accurate and, under penalty of perjury, that the complainant is the copyright owner or an authorized agent to act on behalf of the copyright owner.

Rivendell's Copyright Agent for Notices of Infringing Materials can be reached as follows:

By Mail:	Rivendell Technologies, LLC 3316 5 <sup>th</sup> Avenue – Suite 100 Altoona, PA 16602 USA Attn: Manager of Copyrights,
By phone:	(814) 601-0138
By Email:	copyright@wayfindingPro.com

#### **9. Acceptable Use Policy.**

You agree not to use the Rivendell Site or Products to:

- a. Upload, post or otherwise transmit any data or content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or without another's permission, hateful, or racially, ethnically or otherwise objectionable to any person for any reason, natural or corporate;
- a. Harm minors in any way; impersonate any person or entity, including, but not limited to, a Rivendell official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- b. Upload, post or otherwise transmit any falsified, composite, or otherwise non-authentic depictions of events, locations, landmarks, entities or persons (spoofs);
- c. Upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d. Upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary or intellectual property rights of any party;
- e. Upload, post or otherwise transmit any content that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- f. Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or any other form of solicitation, including, without limitation, the solicitation of owners or users to become subscribers of on-line competitors with Rivendell;

- g. Upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. Interfere with or disrupt Rivendell or servers or networks connected to Rivendell, or disobey any requirements, procedures, policies or regulations of networks connected to Rivendell;
- i. "Stalk" or otherwise harass another; collect or store Personally Identifiable Information about other owners or users;
- j. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals, including, but not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;
- k. Use your access or Rivendell-hosted Site (or directory) as storage for remote loading or as a door or signpost to another home page, whether inside or beyond the Rivendell Site, without express written permission from Rivendell;
- l. Use the Site to engage in commercial activities without enrolling in Rivendell-approved programs, including but not limited to offering for sale any products or services, soliciting for advertisers or sponsors, conducting raffles or contests that require any type of entry fee, displaying a sponsorship banner of any kind, displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their Web sites, use the Site to provide access to the Site for other persons through use of your User Name and Password;
- m. Tamper in any way with the Products or functionality of the Site, such as placing on the site material which contains any viruses, time bombs, trojan horses, worms, Easter eggs, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information, or utilize bots, agents, auction crawlers and other computer-based crawling programs on the Site.

RIVENDELL EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY MATERIALS UPLOADED OR PLACED ON THE SITE BY SUBSCRIBERS OR OTHER USERS OF THE SITE.

#### **10. Notice Specific to Products Available On This Website.**

Permission to use Products from this Site is granted, provided that (1) any resident copyright notices appear in all copies and that both the copyright notice and this permission notice appear, (2) use of such Products from this Site is for your use only and will not be copied or posted on any network computer or broadcast in any media absent an express written agreement with Rivendell, (3) the Products shall be used only in compliance with any applicable End User License Agreement; (4) no unauthorized modifications of any Products are made; (5) to the extent modifications are made, a notice of modification including the subject matter of modification appear with the modified Products; and (6) any use of Provider Products is consistent with any applicable Provider Terms. Use for any other purpose is expressly prohibited by law, and may result in civil and criminal penalties. Subject to Rivendell's Privacy Statement, or where expressly provided otherwise by Rivendell, all comments, feedback, information or materials submitted to Rivendell through or in association with this Site shall be considered non-confidential and Property of Rivendell. By submitting such comments, feedback, information or materials to Rivendell, you agree to a fee-free assignment to Rivendell of all worldwide rights, title and interest in copyrights and other intellectual property rights to the comments, feedback, information or materials. Rivendell shall be free to use such comments, feedback, information or materials on an unrestricted basis. FOR YOUR CONVENIENCE, RIVENDELL MAY MAKE AVAILABLE ON THIS SITE OR IN ITS PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. RIVENDELL DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THIS SITE OR IN RIVENDELL PRODUCTS. Products, as specified above, do not include original owner or user content hosted on this Site, the design or layout of the Site or any other Rivendell owned, operated, licensed or controlled site. Elements of the Site are protected by copyright, patent, trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image

from any Site may be copied or retransmitted unless expressly permitted by Rivendell, its Providers, or the originating user associated with original user content displayed on this Web site.

#### **11. Additional Products and Services.**

Certain services, in addition to those described in this Agreement, or as offered by Rivendell through other product licenses, including, but not limited to, Wayfindingpro.com, Wayfinding Pro Plotter, Wayfinding Pro Kiosk Application, Wayfinding Pro I-Frame, and others may be made available as part of, or through this Site, by Providers, or by Rivendell, and may be subject to terms and conditions in addition to those in this Agreement, which terms and conditions are available upon registering for or subscribing to the products ("Provider Terms"). Any Provider Terms are in addition to these Terms and Conditions, and apply only to that Provider's service or content unless explicitly stated otherwise. Should an additional service be made available on this Site or from Rivendell without additional Provider Terms, these Terms and Conditions shall apply. TO THE EXTENT THAT RIVENDELL SERVICES ARE BEING MADE AVAILABLE THROUGH THIS SITE, THE PROVISIONS IN THESE TERMS AND CONDITIONS SHALL MODIFY OR AMEND ANY CONFLICTING TERMS IN OTHER RIVENDELL AGREEMENTS. Additional Provider Terms for any products or services provided with Rivendell registration may be made available through the Site via hyperlinks and are applicable should you choose to use their products or services.

#### **12. Disclaimer.**

Web-based and Mobile/wireless services are dependent upon open communications networks provided by third parties, and Rivendell is not responsible for lack of services due to communications network outages. Rivendell makes no warranty or representation with respect to any Provider products or materials.

Rivendell makes no express or implied warranties, guarantees or affirmations as to the accuracy of the information provided by any third party.

You agree to undertake full responsibility and risk related to your use of any mapping data. Rivendell is not responsible to You or any users of Your wayfinding system for the mapping data and does not make or give to you any representations or warranties, express and implied, in connection with the mapping data, including, but not limited to, the accuracy, completeness, reliability or usability of the mapping data. Therefore, Rivendell is not liable to you for any damage or claim whatsoever, direct or indirect, arising from your use of the mapping data.

#### **13. No Warranties/Limit of Liability.**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SITE, ERRORS ON THE SITE, AND THE INTERNET GENERALLY. THIS SITE AND THE PRODUCTS ARE PROVIDED BY RIVENDELL ON AN "AS IS" BASIS. RIVENDELL AND ITS PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, RIVENDELL AND ITS PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, AND FREEDOM FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD, INSTALL, AND/OR USE THE PLOTTER AND OTHER PRODUCTS MADE AVAILABLE ON THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT WE WILL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES OR DISRUPTION TO YOUR COMPUTER OR SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOADS. RIVENDELL AND ITS PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES OR DAMAGES RESULTING FROM THE LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, ANY DELAYS ON THE SITE, ANY PURCHASE, LICENSE OR SERVICE RELATED TO THE SITE, OR THE INABILITY TO USE THE SITE, ANY PORTION THEREOF, OR ANY HYPERLINKED OR EMBEDDED SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RIVENDELL OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF RIVENDELL AND ITS PROVIDERS ARISING OUT OF OR IN ANY WAY RELATED TO USE OF ANY OF THE PRODUCTS OR THIS SITE OR ITS IMPLEMENTATION SHALL NOT EXCEED THE

GREATER OF \$1.00 OR 50% OF THE FEES PAID BY YOU TO RIVENDELL UNDER THESE TERMS AND CONDITIONS AND ANY APPLICABLE SUBSCRIPTION TERMS OR PROVIDER TERMS. 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. THIS SHALL BE THE EXCLUSIVE REMEDY HEREUNDER.

#### **14. Indemnification.**

You hereby agree that you will well and truly indemnify and save harmless Rivendell and its Providers from all manners of suit, actions, damages, charges and expenses, including attorney and counsel fees, which Rivendell or its Providers may sustain by reason of your use of this Site or the Products contained therein, your breach of any of these Terms and Conditions, or other claims against Rivendell arising from these Terms and Conditions. This indemnification provision covers claims made by third parties against Rivendell who have received information, products, output, data or services from you, or access to the Site, as a result of your use of the Site.

#### **15. Export Controls.**

This Site and the Products may only be used in compliance with applicable statutes or regulations relating to the export control laws and regulations of the U.S.A., and any amendment thereof. You acknowledge that no Products or other underlying information or technology accessed hereunder may be accessed, downloaded, used, possessed or otherwise exported or re-exported to (or to a national or resident of) any country outside of the United States (including further export if you took delivery of the Software, Data or Documentation inside the United States) without first complying strictly and fully with all export controls that may be imposed by the United States Government or any country or organization of nations within whose jurisdiction you use the Software, Data, Documentation or other underlying information or technology. If You have any questions regarding your obligations under the United States of America Export regulations, you should contact the Bureau of Export Administration, United States Department of Commerce, Exporter Counseling Division, Washington, D.C., <http://www.bis.doc.gov/>.

#### **16. Third Party Sites and Providers.**

This site may link, redirect, connect, "frame", utilize plug-ins, integrate applications recognized automatically by the browser and otherwise direct you to without limitation, other sites, servers, third party internet data, software or service providers, software developers, internet storefronts, Internet Service Providers and mobile/wireless communications carriers, among others ("Providers"). To the extent applicable, these Terms and Conditions shall apply. In order to utilize some of the Rivendell Products you may have to use, accept, install and review information, data, executables, programs, software and other items from Providers that are not under the control of Rivendell. This may occur with or without your knowledge and although the visual representation on your screen may appear to be an Rivendell website, the information, data, executables, programs, software and other items may come from Providers and may not be under the control of Rivendell. You acknowledge that Rivendell is not responsible for the accuracy, copyright and other intellectual property compliance, legality, decency, or any other aspect of the content of such Providers. Your use of this Site and the products through these Providers is at your own risk. Rivendell is not responsible for webcasting or any other form of transmission received from any linked site, nor the failure of any services provided through mobile/wireless carriers, internet storefronts, or other Providers. Rivendell is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Rivendell, nor has Rivendell independently authenticated products or materials provided by Providers.

#### **17. Communications Decency Act.**

Pursuant to Section 230 of the Communications Decency Act , we are passing along this notice to advise you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. More information is available at [http://en.wikipedia.org/wiki/Content-control\\_software](http://en.wikipedia.org/wiki/Content-control_software).

#### **18. Privacy.**

Rivendell is committed to safeguarding your privacy online and has established a Privacy Statement to explain to users how their information is collected and used. This Privacy Statement is located at the following web address: [https://www.wayfindingpro.com/privacy\\_policy](https://www.wayfindingpro.com/privacy_policy). Your use of Rivendell's website or any of Rivendell's products, services, data, materials or content signifies your acknowledgement of, and agreement to, our Privacy Statement. Note

that as Rivendell expands its offerings, we may update our Privacy Statement from time to time. Please check our Privacy Statement for updates on a regular basis.

#### **19. Children.**

The Products are not directed to children under the age of 13. Please do not allow children under the age of 13 to provide any personally identifiable information or participate in social media related to our Products. If we are notified that a child under 13 has provided personal information, we will delete that information as soon as reasonably possible. If you become aware that a child under 13 has provided such information, please send us a detailed email at [support@wayfindingpro.com](mailto:support@wayfindingpro.com) so we can delete this information.

#### **20. Your Submissions to Rivendell.**

- a. You may submit suggestions or questions, photos, pictures, images, sound, or video, or other information (collectively, "Submissions") to Rivendell through the Rivendell Site so long as the Submission is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of spam or otherwise violate the Acceptable Use Policy set forth in Section 9 in any way. You may be required to register, and to provide information about yourself as a part of the registration process, in order to make a Submission. You must ensure that the information you provide as part of the registration process is complete and accurate at all times. You may not use a false email address, impersonate any other individual or entity, or otherwise mislead us as to the origin of a Submission. In the event that you need to make any updates or changes to the information you provide when you register, please contact us at [support@wayfindingpro.com](mailto:support@wayfindingpro.com).
- b. If you do make a Submission, and unless we indicate otherwise, you grant Rivendell and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, transferrable and fully sub-licensable right to use, reproduce, host, cache, store, modify, adapt, publish, translate, create derivative works from, distribute, and publicly display the Submission throughout the world in any media for any purpose. You also grant us the right (but we shall have no obligation) to use the screen name, email address or user ID under which you posted the Submission, if we choose. You agree to confirm the above licenses in writing upon our request. You acknowledge and agree that you will not be compensated in any way for your Submission(s).
- c. You represent and warrant that you own or otherwise control all of the rights to the Submissions that you post; that you have all necessary rights, licenses and authority to submit your Submissions and to grant Rivendell and its affiliates the rights and license specified herein; that such Submissions do not infringe, misappropriate or violate the rights of any third party including, but not limited to, copyright, trademark, or other intellectual property rights, rights of publicity or privacy or defamation, moral rights, or portrayal in a false light; that the Submissions are not the subject of any threatened or pending litigation, claim or dispute; that the Submissions are complete and accurate; that the use of the Submissions you supply by Rivendell and its affiliates and sub-licensees does not violate these Terms and Conditions and will not cause injury to any individual or entity; that you have the written consent, release and/or permission of each and every identifiable individual person in your Submission to use such person's name or likeness and to grant Rivendell and its affiliates the rights stated herein; that you have obtained signed location agreements when photographing or filming on private property not owned or controlled by you; and that you will defend, indemnify and hold Rivendell and its affiliates harmless from all claims, demands, actions, and any liabilities, damages or expenses resulting therefrom, arising out of or relating to any breach of any of the foregoing representations or warranties or otherwise resulting from Submissions you supply. We take no responsibility and assume no liability for any Submission.
- d. All Submissions must be your sole, original work. No copyrighted music, trademarks, brands, or other intellectual property not owned by you may be used in your Submission. We will, in appropriate circumstances, terminate your account, and remove or disable your Submissions in the event of a dispute regarding intellectual property rights. Rivendell also reserves the right to reject any Submission, in its sole discretion, for any reason.

#### **21. Modifications.**

Rivendell may modify this Agreement at any time, and the new terms and conditions will become effective by posting the new terms and conditions in the same location as the previous terms and conditions were posted. Rivendell has the right at any time to modify or cancel any feature or functionality of the Site, including hours of availability, content, applications, and equipment requirements for use with the Products, and Rivendell reserves the right to suspend or terminate access to this Site and the Products provided without prior notice in the event you are in violation of these terms of use, or for scheduled or unscheduled support and maintenance on the Site.

## **22. Terms of Service.**

These Terms and Conditions are effective upon acceptance, and shall remain and continue in effect until terminated or modified by Rivendell. Neither this Agreement nor any rights or obligation hereunder may be assigned by you without the express written permission of Rivendell, and any purported transfer of rights without the written permission of Rivendell shall be null and void and your rights will be terminated. Rivendell may terminate your right to use the Site and its Products upon the breach by you of any provision contained in these Terms and Conditions, any applicable Provider Terms, Subscription Terms, the End User License Agreement, or the Privacy Statement governing this Site and downloaded Products. Upon such termination by Rivendell, you agree to destroy, remove and obliterate the Products and all copies thereof and certify the same to Rivendell.

**23. Notice.** Posting of notice(s) on the Site by Rivendell shall constitute notice to you. Written notice of termination and requests for credit (as applicable - see Subscription Terms) shall be provided in the following manner: email notification to [support@wayfindingpro.com](mailto:support@wayfindingpro.com) or facsimile notification at 814-940-1870, attn: Webmaster. No credits or refunds are available for cancellation of your account.

## **24. Choice of Laws / Jurisdiction.**

To the extent that state law applies, this Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any dispute arising out of this Agreement or related thereto shall be subject to the jurisdiction of said Courts located within Blair County, Pennsylvania, or the federal court for the Western District of Pennsylvania, as applicable.

## **25. Subscription Terms.**

You agree to pay to Rivendell the fees stated or as specified from time to time for various fee-based Products available by or through Rivendell, and you are responsible for promptly paying for Rivendell Products. Failure to pay these fees in a timely manner will result in an interruption of fee-based Site Products and the functional inability to access the fee-based sections of the Site. Charges will be calculated based upon the subscription package selected, and are applicable to the current version of the package selected. Failure of payment shall render due and payable all sums plus a late payment charge of one and one half percent per month. Fees may be prorated for portions of months based upon the applicable fee schedule. Use of the service beyond the free time or without proper authorization will result in charges to your billing or credit card account. Fees and payment terms are subject to change upon Notice by Rivendell to you. Packages, once purchased, are nonrefundable, regardless of use or lack of use by you. Absolutely no credits or refunds are available for month-to-month or one-time fee-based services, including, without limitation, mobile/wireless service packages. Once a charge has been processed to your credit card or wireless account, you may not request that your credit card or mobile carrier company reverse the charge or charge it back to Rivendell. If you have a legitimate basis to request a credit for a charge previously processed against his or her credit card account, you may request a credit from Rivendell by written notice and resolve the issue directly with Rivendell. Any reversed charges which cause the credit card company to impose a charge back, refund, or credit cost against Rivendell will be reimposed by Rivendell upon you. Such costs may exceed the cost of the reversed item or charge back by many times.

**26. Renewal Terms.** Your subscription will continue to renew monthly until proper notice of termination is received from you or your account is terminated for non-payment as provided for herein.

## **27. Wayfinding Pro Pricing.**

Contact [sales@wayfindingpro.com](mailto:sales@wayfindingpro.com) for pricing.

## **28. ACCESS AND USE OF THE DATA.**

Unless a user of Wayfinding Pro™ specifically elects NOT to grant Rivendell the right to access the data relating to a project, you agree to grant Rivendell all rights to utilize all data and you agree that the discount received as compensation for the use of the data is fair and equitable (See Section 3 – Rates). Users may select the option to ‘Opt



Out' of allowing granting Rivendell access to the data on a project basis by selecting to 'Opt Out'. The option to elect to "Opt Out" is found in the Administrative Web Portal in the project management section.

You agree that Rivendell has the right to grant access to your projects, maps or account information to any law enforcement agency or other government agency as required by law or as directed by order of court. If permitted by law or order of court, Rivendell will provide you with notice of any request to access this information.

**29. LANGUAGE.**

TO THE EXTENT THIS AGREEMENT MAY BE TRANSLATED INTO A LANGUAGE OTHER THAN ENGLISH AND THERE IS A CONFLICT OF TERMS BETWEEN THE ENGLISH AND THE OTHER LANGUAGE, THE ENGLISH VERSION SHALL CONTROL. THESE TERMS AND CONDITIONS MAY CHANGE PERIODICALLY, SO PLEASE CHECK BACK OFTEN.

**30. ENTIRE AGREEMENT.**

THESE TERMS OF USE, TOGETHER WITH ANY END USER LICENSE AGREEMENT, SUBSCRIPTION TERMS, PROVIDER TERMS, AND/OR ANY OTHER AGREEMENTS OR TERMS OF USE APPEARING OR REFERENCED ON THIS SITE AND/OR ENTERED INTO BETWEEN THE PARTIES IN WRITING REPRESENT THE ENTIRE SET OF TERMS AND CONDITIONS GOVERNING YOUR USE OF THE PRODUCTS (WHERE APPLICABLE) ACCESSED THROUGH THIS SITE, AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS MAY ONLY BE MODIFIED IN WRITING BY RIVENDELL.

Revision: July 1, 2014