

# YIELD SOLUTIONS TERMS OF USE

## WEBSITE USE POLICY

Access to and use of YIELD SOLUTIONS ("yieldsolutions.com") web site (the "Site") is provided subject to the following Website Use Policy (the "Policy"), and the Site user, including, without limitation, any individual visiting or exploring the Site, (individually and collectively "you") waives any and all rights or claims against YIELD SOLUTIONS.

## USE OF THIS WEB SITE CONSTITUTES ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS:

The Policy is not exhaustive and YIELD SOLUTIONS reserves the right to add, delete, or modify any provision of the Policy at any time without notice to yourself, effective upon the posting of the modified Policy to [www.yieldsolutions.com](http://www.yieldsolutions.com). Please check the Site periodically for changes to the Policy. By using YIELD SOLUTIONS services and/or using this Site after changes have been made to the Policy, you agree to the changes. Except when expressly agreed to the contrary in writing by an authorized representative of YIELD SOLUTIONS, this Policy supersedes any other agreement with YIELD SOLUTIONS, whether written, oral, by conduct, or otherwise.

### 1. USE OF MATERIALS

All materials, including, without limitation, information, artwork, images, pictures, text, video, audio, programs, and media files (the "Materials") contained on the Site are protected by copyright laws. You may access and use the Materials for personal and non-commercial purposes only. Any modification or use of the Materials for any other purpose without YIELD SOLUTIONS expressing prior written consent is strictly prohibited. Except as express provided herein, any reproduction, republishing, posting, transmission, or distribution of any Material on the Site is strictly prohibited.

### 2. COPYRIGHT AND TRADEMARK

You must not, without YIELD SOLUTIONS express written consent, use any YIELD SOLUTIONS trademark, service mark, or copyrighted material. Copyright © YIELD SOLUTIONS. Media (including, without limitation, YIELD SOLUTIONS parent companies and subsidiaries) and/or its licensors, all rights reserved. All trademarks and

logos contained in any and all materials and information are the property of their respective owners. Use of such trademarks and logos are strictly prohibited without the prior permission for use from the rightful owners.

### **3. PRINTING OF MATERIALS**

Notwithstanding the foregoing, YIELD SOLUTIONS authorizes the printing of Materials found on the Site for personal or educational purposes only, provided that any and all copyright notices originally included with the Materials is included in any and all copies.

### **4. LINKS AND THIRD PARTY CONTENT**

YIELD SOLUTIONS may itself, and working with a number of third parties, provide links to other websites or resources from the Site. YIELD SOLUTIONS may also provide the opportunity for third parties to submit, post, transmit or otherwise make available information, data, text, photographs, sound, graphics, video, messages, reviews or other materials ("Third Party Content") though the Site. Because YIELD SOLUTIONS has no control over the content and performance of any third party websites, resources or such Third Party Content, YIELD SOLUTIONS makes no guarantees about the accuracy, integrity, content, availability or quality of the information or services provided by such websites, resources or Third Party Content, and YIELD SOLUTIONS assumes no responsibility for unintended, objectionable, inaccurate, misleading or unlawful content that may be accessed. Under no circumstances will YIELD SOLUTIONS be liable in any way for any Third Party Content or services provided by any third party referenced on or linked from the Site. YIELD SOLUTIONS is providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by YIELD SOLUTIONS of the site or any information contained therein. When leaving the Site, you should be aware that YIELD SOLUTIONS Policy no longer governs, and therefore you should review the applicable terms and policies, including privacy and data-gathering practices, of that website.

### **5. CUSTOMER RESPONSIBILITY**

You are required to use the Site responsibly. YIELD SOLUTIONS reserves the right to suspend and/or cancel access to any user who uses the Site in such a way that adversely affects other [www.yieldsolutions.com](http://www.yieldsolutions.com)'s users. While YIELD SOLUTIONS may

monitor its service electronically to determine that its facilities are operating satisfactorily, as a general practice, YIELD SOLUTIONS does not monitor its users' activities to determine whether they are in compliance with the Policy. However, when YIELD SOLUTIONS becomes aware of any violation of the Policy or other user agreements, YIELD SOLUTIONS may take any action to stop or correct such violation, including, but not limited to, denying access to the Site. In addition, YIELD SOLUTIONS may take action against you or a customer of yours because of the activities of you or such customer.

## **6. PROHIBITED USES**

### **a. Use of the Site**

You agree not to use the Site for any illegal or unauthorized activity. You agree that you will not use any device, software, or other technology to interfere or attempt to interfere with the proper working of the Site. You agree not to crawl, spider, scrape, or otherwise deploy automated agents or other technology to collect, harvest, mine, or otherwise interact with this site.

### **b. Compliance with Intellectual Property Laws**

When accessing the Site, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree to abide by laws regarding copyright ownership and use of intellectual property.

## **ACTIONS TAKEN BY YIELD SOLUTIONS**

YIELD SOLUTIONS will be the sole arbiter as to what constitutes a violation of the Policy. YIELD SOLUTIONS reserves the right to remove any Third Party Content without prior notice and to refuse access to anyone at any time. When YIELD SOLUTIONS becomes aware of an alleged violation of its Policy, YIELD SOLUTIONS will initiate an investigation. During the investigation, YIELD SOLUTIONS may restrict your access to the Site in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, YIELD SOLUTIONS may, at its sole discretion, restrict, suspend, or terminate to the Site and/or pursue other civil remedies. If such violation is a criminal offense, YIELD SOLUTIONS will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the Policy if it is illegal, irresponsible, or constitutes disruptive use of

the Internet. If you are found to be in violation of the Policy, you are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the Site and business operations supported by the Site, and to respond to complaints incurred by YIELD SOLUTIONS.

## **DISCLAIMER**

The services, information, and data (collectively the "Information") made available on the Site are provided on an "as is", "as available" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, or regarding the quality, sequence, accuracy, timeliness, reliability, or validity of the Information. YIELD SOLUTIONS expressly disclaims any representation or warranty that the Site will be error-free, secure or uninterrupted. No oral advice or written information given by [www.yieldsolutions.com](http://www.yieldsolutions.com), its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. YIELD SOLUTIONS and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU ARE TO USE YIELD SOLUTIONS SERVICES AND THE SITE, AND ALL ASPECTS THEREOF, AT YOUR SOLE RISK. YIELD SOLUTIONS FURTHER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES THAT the Site OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YIELD SOLUTIONS WILL HAVE ABSOLUTELY NO LIABILITY FOR DAMAGE TO your COMPUTER, ANY HARDWARE, DATA, INFORMATION, MATERIALS, AND BUSINESS RESULTING FROM your access of the site and/or THE INFORMATION, OR THE LACK OF INFORMATION, AVAILABLE ON THE SITE. Furthermore YIELD SOLUTIONS WILL HAVE NO LIABILITY FOR:

- ANY AND ALL LOSSES OR INJURIES CAUSED, IN WHOLE OR IN PART, BY YIELD SOLUTIONS.AI'S ACTIONS, OMISSIONS, OR NEGLIGENCE, OR FOR CONTINGENCIES BEYOND WWW.YIELD SOLUTIONS.AI'S CONTROL IN PROCURING, COMPILING, OR DELIVERING THE INFORMATION;
- ANY AND ALL ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION REGARDLESS OF HOW CAUSED, OR DELAYS OR INTERRUPTIONS IN DELIVERY OF THE INFORMATION; OR

- ANY DECISION MADE, OR ACTION TAKEN OR NOT TAKEN, IN RELIANCE UPON THE INFORMATION FURNISHED ON THE WEB SITE.

FOR THE PURPOSES OF THIS SECTION, "WWW.YIELD SOLUTIONS.AI" INCLUDES, WITHOUT LIMITATION, YIELD SOLUTIONS'S DIVISIONS, SUBSIDIARIES, SUCCESSORS, PARENT COMPANIES, AND THEIR (INCLUDING NETNATION'S) EXECUTIVES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE.

## **9. THIRD PARTY PROVIDERS AND NON-YIELD SOLUTIONS PRODUCTS**

You agree that certain services may be provided by third party providers of YIELD SOLUTIONS and that your use of such services may be subject to further agreements, policies, terms, and conditions in addition to those contained or referenced in this Agreement. Any mention of non-YIELD SOLUTIONS products by [www.yieldsolutions.com](http://www.yieldsolutions.com), its employees, executives, directors, officers, managers, consultants, agents, parent companies, and/or subsidiaries, or any third party entity related to YIELD SOLUTIONS is for information purposes only and does not constitute an endorsement or recommendation by YIELD SOLUTIONS. YIELD SOLUTIONS disclaims any and all liabilities for any representation or warranty made by the vendors of such non-YIELD SOLUTIONS products or services.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, AND UNDER NO THEORY OF LAW OR EQUITY, WILL YIELD SOLUTIONS (INCLUDING, WITHOUT LIMITATION, YIELD SOLUTIONS'S EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE) OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING YIELD SOLUTIONS'S SERVICES AND/OR THE SITE, BE LIABLE FOR ANY BUSINESS OR PERSONAL LOSS, REVENUES DECREASE, EXPENSES INCREASE, OR ANY OTHER LOSS OR DAMAGE WHATSOEVER, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF ANY USE OF, OR ANY INABILITY TO USE OR ACCESS THE SITE EVEN IF YIELD SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE SITE.

## **PRIVACY**

YIELD SOLUTIONS is concerned with the privacy of on-line communications and websites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, YIELD SOLUTIONS urges its customers to assume that all of their online communications are insecure. YIELD SOLUTIONS cannot take any responsibility for the security of information transmitted over YIELD SOLUTIONS'S facilities. All information gathered by us from you in connection with your use of this site is subject to the provisions of our Privacy Statement. We do not control, nor are we responsible for, the privacy practices of those sites to which we link and, therefore, you agree to read the privacy policies of those sites.

## **INDEMNITY**

You agree to protect, defend, hold harmless, and indemnify YIELD SOLUTIONS, any third party entity related to YIELD SOLUTIONS (including, without limitation, third party vendors), and YIELD SOLUTIONS'S executives, directors, officers, managers, employees, consultants, agents, parent companies, and subsidiaries from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses arising out of or resulting from your use of the Site.

## **GENERAL INFORMATION**

### **a. Jurisdiction and Severability**

The Policy, and any other agreement for YIELD SOLUTIONS'S services, will be governed by and construed in accordance with the laws of the State of Illinois, USA without reference to its conflicts of laws principles. Any litigation or arbitration between a customer and YIELD SOLUTIONS will take place in Illinois, USA, and the customer will consent to personal jurisdiction and venue in that jurisdiction. If any provision or portion of the Policy or other YIELD SOLUTIONS agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Policy or the agreement will continue in full force and effect.

### **b. No Waiver**

Any failure to exercise or enforce any right or provision of the Policy will not

constitute a waiver of such right or provision.

**c. Construction and Interpretation**

Wherever in this Policy the masculine, feminine, or neuter gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires. The division of the Policy into sections/paragraphs, and the insertion of headings/captions, are for convenience of reference only and will not affect the construction or interpretation of the Policy. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the construction or interpretation of the Policy.

**d. Complete Agreement and Exclusivity**

The Policy, and/or any other specific agreement for YIELD SOLUTIONS services, constitutes the complete understanding and agreement between yourself and YIELD SOLUTIONS with respect to the subject matter hereof, and governs your use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, Third Party Content or third-party software. Except when expressly agreed to the contrary in signed writing by an authorized representative of YIELD SOLUTIONS, the Policy supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Policy, and/or any other specific agreement for YIELD SOLUTIONS services is between YIELD SOLUTIONS and its customers only and will not confer any rights in any third party except as otherwise expressly provided by YIELD SOLUTIONS.

**Who Can I Ask If I Have Additional Questions?**

Feel free to contact us at any time with any questions you may have regarding our Terms of Use.

Effective August 2014