

## Terms of Use

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a) You agree that you will not use the Site: (i) in a manner that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; (ii) to invade the privacy of others; (iii) to violate, plagiarize, or infringe on the intellectual property or contractual rights of any person in connection with any use of the Site; (iv) to transmit unlawful, fraudulent, offensive, obscene, pornographic, defamatory, abusive, threatening, discriminatory or otherwise objectionable material, or (v) to encourage conduct that would give rise to civil liability of any manner.

b) You agree that you will not: (i) violate, or assist in violating, the security of the Site, whether intentionally, negligently or otherwise; (ii) impersonate LNDR personnel or other persons or entities; (iii) use any electronic mail message, device, software or programming routine that may impair, interfere or impose an unreasonable burden on the Site or LNDR; (iv) intercept or expropriate any system, data or information of this web Site; or (v) resell, assign or transfer, in whole or in part, your right to use the Site.

c) You agree to provide true, accurate, and complete information about yourself, to update such information as necessary, and to maintain the confidentiality of your password/passphrase and account designation. You agree that you are solely responsible for all activities that occur using your password/passphrase or account. You agree to notify LNDR immediately in the event of any unauthorized use of your password/passphrase or account or any other breach of security. You agree that LNDR employees may have access to your account and records as reasonably necessary to investigate complaints and maintain the Site.

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You should review our current Privacy Policy which is incorporated in this Agreement by reference. We reserve the right to disclose non-personally identifiable information regarding you to third parties, and any information required to be disclosed by law to government authorities.

a) The information and services included in or available through the Site may include inaccuracies or errors. LNDR may make improvements and/or changes to the Site at any time without notice. LNDR does not guarantee that access to or use of the Site will be uninterrupted or error free, that bugs or malfunctions will be corrected, or that the Site and its servers are free of harmful components. LNDR does not guarantee that the uses of its Site, or the materials provided within the Site, are accurate, without error, or reliable.

b) You acknowledge and agree that LNDR is not responsible or liable for messages you receive, even if they are unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or infringe the intellectual property or other rights of another.

c) You acknowledge that LNDR will not be responsible for any injuries or damages connected with the use of, loss of use of, or inability to use, the Site. LNDR does not guarantee that message keys will always be available. LNDR does not take responsibility if keys are lost for any reason. The user is solely responsible for any and all information that he or she transmits using the Site. LNDR will not be responsible or liable for any product acquired or requested using the Site. The user's sole and exclusive remedy is to discontinue their use of the Site.

d) YOU AGREE TO ACCEPT THE SITE "AS IS" AND TO USE IT AT YOUR SOLE RISK. LNDR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. YOU AGREE THAT LNDR WILL HAVE NO LIABILITY FOR INJURIES OR DAMAGES OF ANY KIND WHATSOEVER. THIS SECTION 5 IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND LNDR. NEITHER THE SITE NOR THE SERVICE WOULD BE MAINTAINED WITHOUT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY IN EFFECT.

You agree that LNDR, its subsidiaries, officers and employees, will not be held responsible for any third party claim, demand, or damage, including reasonable attorneys' fees, arising out of your use of the Site.

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LNDR has the right to amend this User Agreement at any time by posting the amended User Agreement on this Site. The amended User Agreement will be effective on the date specified in the posting. Your use of the Site following the effectiveness of any notice of amendment will indicate your acceptance of the amended User Agreement.

This User Agreement and all other aspects of your use of the Site shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. If any controversy or claim arises relating to this User Agreement or the Privacy Policy (whether contract, tort, or both) either party shall apply to the superior court in Los Angeles, California for the appointment of a referee to hear the dispute in accordance with California Code of Civil Procedure sections 638 through 645.1. This procedure is known as judicial reference. Judicial reference includes the waiver of the right to a trial by jury. Either you or LNDR may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of you or LNDR pending the judicial reference.

This User Agreement and all materials incorporated by reference constitute the entire understanding between you and us with respect to your rights and obligations as a user of the Site. If any provision of this User Agreement is held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be enforced. The failure by LNDR to enforce any provision of this User Agreement at any time is not a waiver of any provision or right.

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