

# **Terms of Use & Privacy Policy**

## **BY USING THIS WEBSITE YOU AGREE TO THE TERMS OF USE & PRIVACY POLICY**

Shared Technologies Inc. ("*Shared Technologies*") provides access to its website (the "*Website*"), subject to these Terms of Use & Privacy Policy ("*Terms*"). By using and/or accessing the Website, you agree: (1) that you have read and understood the Terms; (2) to be bound by the Terms as they may be changed from time-to-time; and (3) to comply with all applicable laws regarding use and access to the Website. Shared Technologies reserves the right to change the Terms at any time, without notice to you. You can review the most current version of the Terms at: [www.sharedtechnologies.com/terms](http://www.sharedtechnologies.com/terms). The "*Website*" means this website and other Shared Technologies websites that are linked to such site and/or affiliated with the site including, without limitation, all the information, content, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found thereon.

**Use of the Website** The Website is protected by copyright laws, international copyright treaties and other intellectual property laws and treaties. You may only use the Website for informational use; provided, however, if you are a customer or agent accessing the on-line services and/or agent pages of the Website, subject to login and other restrictions, you may use such portions of the Website for their intended commercial purposes. This permission terminates automatically if you breach any of the Terms or other terms and conditions set forth in any agreement between you and Shared Technologies. All other uses of the Website, including, without limitation, uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another website, reproducing the Website (whether by linking, framing or any other method), or in any other way exploiting any of the Website, in whole or in part, or downloading and using software repeatedly for uses other than those expressly permitted may not be made without Shared Technologies' prior express written consent.

You are expressly prohibited from posting or transmitting to or from the Website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, profane material, or any other material that could give rise to any civil or criminal liability under applicable law.

**Passwords and User IDs** There are portions of the Website which require you to create and/or supply a password and user identification (collectively, "*Password and User ID*"). It is extremely important that you keep your Password and User ID completely confidential. Anyone with access to your Password and User ID will be able to view your information and communicate with Shared Technologies as if that person were you. You agree to keep confidential and not share your Password or User ID with anyone. You will be solely and exclusively responsible and liable for any use or access of the Website by any person or entity who gains access to through the use of your Password and User ID. It is therefore your responsibility to prevent disclosure of your Password and User ID, and to change your Password if you feel that their security has been compromised.

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## **Privacy**

***Collected Information*** – When you visit the Website or communicate with Shared Technologies you may provide any the following types of information: (a) information you choose to disclose through or on the Website (*e.g.*, as part of a bulletin board or other communication); (b) the content of your e-mail messages together with your email address; and (c) information Shared Technologies collects as you browse the Website (*e.g.*, cookies) (collectively, the items referenced in paragraphs (a) through (c) above are referred to as the "**Information**").

***Cookies*** – A cookie is a numeric code that a website transfers to your hard drive for record-keeping purposes. Cookies can make it easier for a user to move from web page to web page and to make your online experience easier and more personalized. Shared Technologies uses website browser software tools such as cookies and web server logs to gather information about you and all our Website users' browsing activities, in order to improve and personalize the Website and better serve our customers and agents. You will need to ensure that the cookie function on your computer is activated and allows the Website to use the cookies. Most browsers offer instructions on how to reset the browser to reject cookies in the Help section of the toolbar. If you do not activate the cookie function, the Website may not function properly and the service will not be available to you.

***Surveys*** – From time-to-time, the Website may prompt you to participate in surveys. Shared Technologies may analyze information submitted in the surveys and produce studies and analyses.

***Our Use of the Information*** – Shared Technologies reserves the right to use the Information for its purposes including administering our business activities, advertising and soliciting customers, providing customer service and communicating with our agents.

***Safeguarding/Disclosure of Information*** – Shared Technologies uses commercially reasonable efforts to safeguard your Information. We do not rent, sell, or trade any Information about you to third parties. Notwithstanding anything to the contrary in these Terms, Shared Technologies may disclose Information when we, in good faith, believe that the law requires it or for the protection of our legal rights.

**No Use by Persons Under 18 Years Old** The Website may only be used by persons 18 years of age or older. Shared Technologies does not seek to collect information about persons under the age of 18. No information should be submitted to or posted on the Website by users under 18 years of age.

**Representations, Restrictions and Limitations** You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to agree to the Terms and to use the Website in accordance with the Terms. You agree to be responsible for your use of the Website (as well as for use by others) and to comply with your responsibilities and obligations as stated in the Terms. You will not submit any false or misleading information, or otherwise engage in any unlawful or fraudulent activity. You will not modify, tamper with, spoof or in any way use the Website in a manner not authorized by Shared Technologies. You will not transmit to the Website and/or Shared Technologies any viruses, time bombs, trojan horses, worms, surveillance code or other computer programming routines or take any other action that may damage or interfere with the operations of the Website and/or Shared Technologies, compromise the integrity of the Website and/or Shared Technologies or any system, data or information pertaining to the Website and/or Shared Technologies. You will not breach, attempt to breach, penetrate or attempt to penetrate the security of software, network, servers, data, computers or other hardware relating to the Website and/or Shared Technologies or that of any other user of the Website or third party that is hosting, supporting or maintaining any part of the Website.

**Revisions to the Website** Shared Technologies may modify, suspend, withdraw or discontinue, temporarily or permanently, the Website, in whole or in part, at any time without notice to you. You agree that Shared Technologies shall not be liable to you for any modification, suspension, withdrawal or discontinuance of the Website. Shared Technologies may at any time revise these Terms by updating this web page. By using the Website, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then current Terms to which you are bound.

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**Limitation of Liability SHARED TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR THE MATERIALS CONTAINED THEREIN OR ACCESSED THROUGH THE WEBSITE.**

**SOME JURISDICTIONS DO NOT ALLOW CERTAIN OF THE EXCLUSIONS OR LIMITATIONS ABOVE, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. IN SUCH EVENT, YOU AGREE THAT SHARED TECHNOLOGIES MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR THE MATERIALS CONTAINED THEREIN OR ACCESSED THROUGH THE WEBSITE SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).**

**Indemnification** You agree, to the extent permitted by law, to defend, indemnify and hold Shared Technologies, its third party suppliers', and both of their respective officers, directors, shareholders, members, employees, representatives, attorneys, agents, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including, without limitation, reasonable attorneys' and consultants' fees and such fees and/or penalties as any exchanges or third party licensors may impose) arising out of any breach by you of the Terms.

**Applicable Law and Venue** The Terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas and the laws of the United States of America. Any suit or proceeding relating to this Agreement shall be brought only in the courts located in Dallas, Texas. **YOU CONSENT TO THE SOLE AND EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS LOCATED IN DALLAS, TEXAS.**

**Restriction of Access; Termination** Notwithstanding any of these terms and conditions, Shared Technologies reserves the right, without notice and in its sole discretion, to terminate your rights to access and/or use the Website and to block or prevent future access to and use of the Website.

**Term and Termination** These Terms shall be effective commencing on the date and time you first access or use the Website and shall continue until terminated in accordance with this Section. Shared Technologies shall have the right to terminate these Terms and/or terminate or otherwise limit your access to the Website at any time, with or without cause, without notice to you and without incurring any liability or obligation in connection therewith. Upon any such termination, all rights granted to you hereunder shall cease and you shall immediately discontinue use of the Website and your Password and User ID. Upon any such termination, the provisions of the Terms which by their nature should survive, shall survive.

**General** The Terms constitute the entire agreement between you and Shared Technologies and govern your use of the Website, superseding any prior agreements, oral and written proposals, negotiations, representations or understandings between you and Shared Technologies relating to your use of the Website. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions. The failure of Shared Technologies to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website, or the Terms must be filed within three (3) months after such claim or cause of action arose or be forever barred.