

## WEBSITE PRIVACY POLICY

Welcome to [www.journimap.com](http://www.journimap.com) (the "Site"). Journimap L3C ("Owner," "we," "us") is committed to maintaining the privacy and security of your personal information. "Personal Information" means information that identifies you personally, including your name, physical address, email address, phone number, or credit card information. As part of our commitment to the privacy and security of your Personal information, Owner has developed this Privacy Policy to make you aware of our information gathering practices and how we use the information we receive.

By using the Site, you signify your agreement to the terms of this privacy policy (the "Privacy Policy"). If you do not agree to this Privacy Policy, please do not use this Site. Owner reserves the right, in its sole discretion, to modify, alter, or otherwise update this Privacy Policy at any time. You will be notified of changes to the Privacy Policy via a notation next to the link to the Privacy Policy from the main page of the Site stating that the Privacy Policy is new and the date on which it was updated. The last date on which the Privacy Policy was updated appears at the end of this Privacy Policy. By continuing to use this Site after changes to the Privacy Policy are posted, you agree to these modifications, alterations and/or updates.

Please also review the Terms of Use [TOU] of this Site, to which the Privacy Policy forms a part. If you wish to make a purchase from the Site, please also review the Terms of License [TOL], as they set forth the terms for any purchase you make from the Site.

### **GATHERING AND USE OF INFORMATION YOU PROVIDE TO US**

You can visit and browse this Site without telling us who you are or revealing any Personal Information. If you choose only to look at the Site and do not wish to create an account, fill out a survey, or make any purchases, you need not provide any Personal Information.

#### Procuring a Survey

If you want to send surveys or view Journimap deliverables ("Deliverables") such as persona reports, you will need to create an account and become a client of the Site. When you create an account with us, we will ask you for the following Personal Information: first and last name, organization, and email address. We will also ask you to create a password for your account. Please see our Terms of Use for further information regarding passwords. This information may be used for various marketing and/or business purposes including, but not limited to, providing products or services you have requested, customizing your experience on the Site, resolving disputes, troubleshooting problems, enforcing our agreements with you, or market research and direct emailings from Owner. We will share your Personal Information with our third-party vendors as necessary for these purposes.

If you want to make a purchase from the Site using a credit card, and already have an account, our third-party payment gateway, [Stripe](#), will collect additional Personal Information from you in order to validate your credit card and authorize the dollar value of your purchase for payment. Information collected includes information regarding your credit card account, such as name, physical address, card number, and other information needed to process the transaction. This credit card information is used for verification of a valid credit card and authorization for the value of the requested purchase. We receive your Stripe account information **excluding** your financial account number and keep it as Personal Information in accordance with this Privacy Policy. We do not have access to your financial account

information and are not responsible for Stripe’s privacy and security practices. For more information about Stripe’s privacy and security practices, please refer to its [privacy policy](#).

### Answering a Survey

If you have been asked to answer a survey for a client of the Site, you do not need to create an account or provide any Personal Information to us. We will ask you only for information that is requested in the survey, such as demographic information and responses to other survey questions. Note that some questions in the survey are open-ended, so you should be careful not to answer them in a way that identifies you. The demographic information we collect may include your age, gender, ZIP code, education level, number of children, household income, and race/ethnicity. Your survey responses will be used to create Journimap deliverables (“Deliverables”) such as customer persona reports for our clients and for research purposes. We will have the email address that we used to contact you, which was provided to us by our client, but your survey responses will not be associated with your email address, and your email address will not be included in any Deliverables or research reports. The Site will keep a record of each individual’s survey responses in its database; however, survey responses will only ever be reported in an aggregate form which cannot be used to identify you personally.

### **GATHERING AND USE OF INFORMATION AUTOMATICALLY COLLECTED**

When you visit this Site, our Web servers may collect some information automatically, such as your Internet protocol address, the identity of your Internet Service Provider, your operating system, and the time and date of your visit. This information is not linked to Personal Information. This information is used to compile aggregate statistics about the total number of daily visitors to our Site, the pages most frequently visited and how long visitors tend to stay at each page. By collecting this information, we get a better understanding of your preferences so we can continually improve your online experience with us.

### **COOKIES AND WEB BEACONS; DO NOT TRACK**

The Site uses cookies, which are small text files that a website can send to a user’s browser for storage on the hard drive. Cookies can make use of the Web easier by saving and administering status, preferences, and other user information. The Site also may use Web beacons, which are small strings of code that deliver a graphic image on a Web page or in an email message for the purpose of transferring data. We may use cookies and Web beacons to assist the functionality of the Site, such as to route you through the Site, keep you logged in, keep track of what items you have placed in your cart, customize your experiences on the Site, or to improve the Site.

We may also use some cookies or web beacons owned and operated by third parties, such as analytics providers or apps that help our site to function. For example, we may use [Google Analytics](#) and social website plugins such as a [Twitter](#) button. We are not responsible for the privacy policies of those third parties and do not control how their cookies or web beacons operate. For more information about how these third parties’ cookies or web beacons operate, please refer to their linked websites.

Most browsers are set to accept cookies, but you can change your browser setting to block cookies or third-party cookies. Although disabling cookies will not interfere with your ability to access the Site, you will need to accept cookies to use certain services on the Site, including logging into your account to make purchases. You can also disable the ability of Web beacons to capture information by blocking cookies.

The Site does not respond to Do Not Track signals issued by your browser. To learn more about your choices regarding online tracking, please visit these sites: <http://www.aboutads.info/choices/> and <http://ie.microsoft.com/testdrive/Browser/DoNotTrack/Default.html>

### **UNSOLICITED INFORMATION**

If you choose to use one of our contact email addresses or a comment section to send us any information other than that listed above under “Information You Provide to Us” and “Information Automatically Collected,” we are not responsible for keeping that information private. Please see our Terms of Use for further information about our policies regarding unsolicited information.

### **DISCLOSURE OF INFORMATION WE COLLECT**

Owner will disclose Personal Information 1) in accordance with this Privacy Policy; 2) in order to comply in the event that law requires a disclosure of information submitted to our Site, including when required by a warrant, subpoena or court order; or 3) when we believe in good faith that disclosure is necessary to prevent harm or injury, such as in the event of product recalls, fraud, claims or other liability. Owner does not sell, trade, or rent your personal information to outside parties. Owner may share statistical information about our users, traffic patterns, and related Site information, in aggregate form, with third-party affiliates and vendors, but these statistics will include no Personal Information.

### **YOUR CHOICES REGARDING YOUR PERSONAL INFORMATION**

If you do not wish to receive information and promotional material from us, you may select the appropriate “opt out” option each time we ask for your Personal Information. If you already receive email communications from us and no longer wish to receive such communications, please contact us at [information@journimap.com](mailto:information@journimap.com) to be removed from our emailing lists, or use the “unsubscribe” method described in the email.

### **EXTERNAL LINKS**

We do not endorse and are not responsible for the information practices or privacy policies of websites operated by others that may be linked to or from this Site, even websites containing the Journimap name or logo. If you decide to access a third party’s website that may be linked to or from this Site, you should consult that website’s privacy policy.

### **BUSINESS TRANSITION**

The information covered by this Privacy Policy is an asset of Owner and will become part of our normal business records. If Owner or a substantial part of our business is sold or otherwise transferred to a third party, such as a legal successor in interest, your information may be transferred to that third party.

### **UPDATING YOUR INFORMATION**

If any of the Personal Information you submitted to our Site is inaccurate or outdated or otherwise needs to be changed, you may log into your account and update the information.

## **HOW WE SECURE YOUR INFORMATION**

This Site has industry-standard measures in place to protect the loss, misuse and alteration of the information under our control. We use a HyperText Transfer Protocol Secure (HTTPS) connection. Personal Information that you submit to our Site is secured using the Heroku platform which runs on Amazon Web Services (AWS). For more information about Heroku's security practices, please see [www.heroku.com](http://www.heroku.com). Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personal Information, you acknowledge that: 1) there are privacy and security risks to the Internet which are beyond our control; 2) the security, integrity and privacy of any and all information exchanged between you and us through the Site cannot be guaranteed; and 3) any information or data may be viewed or tampered with by a third party while in transit.

In addition, survey answers (which do not contain any Personal Information) are collected by SurveyMonkey and returned to us to be stored on the Heroku platform on AWS servers. For more information about SurveyMonkey's security practices, please refer to its [Security Statement](#).

However, these measures standing alone are not sufficient to ensure the security of your Personal Information. It is also important for you to guard against unauthorized access to your passwords and unauthorized use of your computer.

## **CHILDREN**

Protecting the privacy of children is very important to us. For that reason, our Site does not intentionally solicit, collect and/or maintain personally identifiable information from users under age 13. If you are under the age of 13, please do not use the Site. Should we learn that we have inadvertently collected information about a child under the age of 13, we will delete that information as soon as possible. If you are a parent or guardian and you believe your child has submitted Personal Information to us, please contact us at [information@journimap.com](mailto:information@journimap.com), and we will delete your child's Personal Information from our records.

## **COMMENT SECTIONS**

Please be aware that when Personal Information is voluntarily disclosed in the comment sections or other public areas of this Site, that information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this Policy does not apply to such information. Any submissions to comment sections or other public areas on this site are accepted with the understanding that they are accessible to all third parties, and this Privacy Policy does not apply to such submissions. If you do not want your comments to be viewed by third parties, you are advised not to make any comments. Ultimately, you are solely responsible for maintaining the secrecy of your password and account information. Please be careful and responsible whenever you are online.

## **APPLICABLE LAW**

This Privacy Policy shall be governed by, and construed and enforced in accordance with, the laws of the State of Iowa, without giving effect to any principles of conflicts of laws. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to this Privacy Policy or your use of this Site shall be filed only in the state or federal courts located in or nearest to Johnson County, Iowa,

and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

**QUESTIONS**

If you have any questions regarding this Privacy Policy, please contact us at [information@journimap.com](mailto:information@journimap.com).

**Last updated: June 28, 2018**

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**WEBSITE TERMS OF USE**

**OVERVIEW**

Welcome to [www.journimap.com](http://www.journimap.com) (the "Site"). The following, along with the Privacy Policy and, if you make a purchase on the Site, the Terms of License, are terms of a legal agreement (the "Terms") between you and Journimap L3C ("Owner," "we," "us"). By accessing, browsing, or using the Site, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations, including export and re-export control laws and regulations. If you do not agree to these terms, please do not use the Site.

The material provided on the Site is protected by law, including, but not limited to, United States copyright law and international treaties. The Site is intended for use and access from the United States only. Owner makes no representations as to the appropriateness of the materials and functionality of the Site for access from other locations. Access to the Site from territories where its contents or functionality are illegal is prohibited; if you choose to access these materials from such a territory, you are responsible for compliance with local laws and regulations.

Owner may at any time revise these Terms of Use, the Terms, and any other information contained in the Site by updating this posting or other Terms. If Owner makes such revisions, you will be notified via a notation that the Terms of Use or other Terms are new next to the link to the relevant Terms. A notice of the last date of revision will always appear at the bottom of these Terms of Use. Your continued use of the Site constitutes your consent to any updates to the Terms.

**PERMISSIBLE USE**

The Site and all content on the Site (excluding downloadable reports, which are governed by the Terms of License) may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, mirrored, framed, or otherwise used or displayed, or used for the creation of derivative works, without Owner's prior written consent, except that Owner grants you a non-exclusive, non-transferable, limited and revocable permission to access and display the Web pages within the Site, subject to the Terms. Owner further grants you a limited, nonexclusive and revocable right to create a hyperlink to the Site so long as the link does not portray Owner, its affiliates, or their respective products or services in a false, misleading, derogatory, or otherwise offensive manner. These permissions are conditioned on your not modifying the content displayed on this site, your keeping intact all copyright, trademark, and other proprietary notices, and your acceptance of any terms, conditions, and notices accompanying the content or otherwise set forth on the Site.

Access to and use of the Site is authorized only from the United States. You may not use the Site in a manner that violates any local, state, national, foreign or international statute. You may not interfere

with the functioning of the Site or with other users' use of the Site in any way, including but not limited to modification of the Site; attempting to gain access to unauthorized portions of the website; enabling high volume, automated, electronic processes that apply to the Site or its systems, the content of the Site or any portion or derivative thereof; or attempting to gain access to other accounts, computer systems or networks connected to the Site, whether through hacking, password mining, or any other means. You may not use the Journimap name, trademarks, services marks or logos in any meta tags or any other "hidden text"; use data mining, robots, spiders, crawlers, scrapers or similar automated or non-automated data gathering or extraction methods; or compile, repackage, disseminate or otherwise use data extracted from the Site.

Protecting the privacy of children is very important to us. For that reason, our Site does not intentionally solicit, collect and/or maintain personally identifiable information from users under the age of 13. If you are a child under the age of 13, please do not use the Site. Should Owner learn that it has inadvertently collected information about a child under the age of 13, it will delete that information as soon as possible. If you are a parent or guardian and you believe your child has submitted Personal Information to us, please contact us at [information@journimap.com](mailto:information@journimap.com), and we will delete your child's Personal Information from our records.

If you are the parent or guardian of a minor, you may wish to make use of 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. Information identifying current providers of such protections is available from OnGuard Online (<http://onguardonline.gov/>) and Common Sense Media (<https://www.commonsensemedia.org/>). Please note that Owner does not endorse any of the products or services listed on such sites.

Your failure to comply with the terms, conditions, and notices on this site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited permission in the preceding paragraph, Owner does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights.

#### **DISCLAIMERS REGARDING CONTENT**

Information on the Site is not promised or guaranteed to be correct, current, or complete, and the Site may contain inaccuracies or typographical errors. Owner assumes no responsibility (and expressly disclaims responsibility) for updating the Site to keep information current or to ensure the accuracy or completeness of any posted information. If you believe any information on the Site is inaccurate or incomplete, please let Owner know by emailing [information@journimap.com](mailto:information@journimap.com).

Owner provides no assurances that any reported problems will be resolved, even if Owner elects to provide information with the goal of addressing a problem.

#### **CONFIDENTIAL INFORMATION AND SUBMISSIONS**

The Site does not collect confidential information from you, except to the extent that you submit it via comment section, email, or other means. Owner does not want to receive confidential or proprietary information from you through the Site, email, or other means. Therefore, any information or material sent to Owner will be deemed NOT to be confidential. By sending Owner any information or material, you grant Owner an unrestricted, irrevocable and fully paid-up license to use, copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information. You also agree that Owner is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose, without compensation of any sort. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of the Site will be published or otherwise used with your name on it; or (c) we are required to do so by law.

## **OUTSIDE WEBSITES**

The Site may provide links or references to other websites and resources. Owner does not own or control these third-party websites, and these Terms of Use do not apply to them. Owner makes no representations, warranties, or other commitments whatsoever about any third-party websites resources that may be referenced, accessible from, or linked to the Site. A link to a third-party website does not mean that Owner endorses the content or use of such website or its owner. In addition, Owner is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from the Site. Accordingly, you acknowledge and agree that Owner is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, services, products, or other materials on or available from those sites or resources.

When you access a third-party website, even one that may contain the Owner name or logo, please understand that it is independent from Owner, and that Owner does not control the content on that website. It is up to you to take precautions to protect yourself from viruses, worms, trojan horses, and other potentially destructive programs, and to protect your information as you deem appropriate.

## **INTELLECTUAL PROPERTY**

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## **DISCLAIMER OF WARRANTY**

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**LIMITATION OF LIABILITY**

IN NO EVENT WILL OWNER BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEB SITE OR ANY USE OF THIS WEB SITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEB SITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF OWNER IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES. IN NO EVENT WILL OWNER’S TOTAL LIABILITY TO ANY PARTY EXCEED THE AMOUNT PAID BY YOU FOR USE OF OR ACCESS TO THE SITE.

**DISPUTES**

You agree that these Terms of Use and your use of the Site are governed by the laws of the State of Iowa, without regard to conflict of law principles. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in or nearest to Johnson County, Iowa, in all disputes arising out of, relating to, or concerning the Site and/or these Terms of Use. Use of the Site is unauthorized in any jurisdiction that does not give full effect to all provisions of this agreement, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. Owner has endeavored to comply with all legal requirements known to it in creating and maintaining the Site, but makes no representation that materials on the Site are appropriate or available for use in any particular jurisdiction. Use of the Site is unauthorized in any jurisdiction where all or any portion of the Site may violate any legal requirements and/or outside the United States, and you agree not to access the Site in any such jurisdiction. Any use in contravention of this provision or any provision of this agreement is at your own risk and, if any part of this agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall govern such use.

**Last revised: June 28, 2018**

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**TERMS OF LICENSE**

**OVERVIEW**

Welcome to [www.journimap.com](http://www.journimap.com) (the “Site”). Journimap L3C (“Owner”) values its relationship with its clients, so these Terms of License are provided to ensure clarity in the relationship and ease of making transactions. The following, along with the Terms of Use and Privacy Policy, are terms of a legal agreement between you and Owner. By making a license purchase on the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms of License and to comply with all applicable laws and regulations, including export and re-export control laws and regulations. If you do not agree to these terms, please do not use or make a license purchase on the Site. These Terms of License may change from time to time without notice to you, so be sure to check them each time you



make a purchase on the Site. The most recent date on which these Terms of License were updated will always appear at the bottom of this page.

All transactions will be governed under the general commercial laws of the State of Iowa as supplemented or modified by this Agreement, without regard to conflict of law principles. Owner will accept your order only if (1) you accept the terms of these Terms of License (“TOL”); and (2) 18 people answer your survey, therefore ensuring that the Journimap deliverables (“Deliverables”) such as persona reports are available. Owner reserves the right to cancel your order in its sole discretion, for any reason. Confirmation of receipt of your order does not constitute acceptance of your order; your order is accepted only when you receive information regarding how to download the licensed report you have requested. The TOL, including associated warranty statements or attachments, are the complete agreement between you and Owner regarding your license purchase and replaces any prior oral or written communications between you and Owner. Any additional or different terms in any order or written communications from you are void. If there is a commercial agreement in effect between you and Owner, then the terms of the commercial agreement govern this transaction.

### **PRICES AND LICENSE OPTIONS**

If pricing is not available on the Site, please contact [information@journimap.com](mailto:information@journimap.com) for pricing information. The prices provided are quoted in U.S. dollars and are valid and effective only within the United States. If you are located outside the United States, you may not make a license purchase on the Site. There are two license types for Deliverables. If you purchase a Platform License, some portions of your Deliverables will be made available to other users of the Site; however, the information available to other users will not include your organization’s name. Some basic information about your organization, such as approximate size and industry, will be available. If you purchase a Private License, no part of your Deliverables will be made available to other users of the Site. Regardless of whether you purchase a Platform or Private License, your Deliverables may be used for research purposes by Owner. However, your Deliverables will not be shared in any resulting research reports in a way that identifies you without your written permission.

If a license is quoted at an incorrect price due to typographical error or error in pricing information: 1) Owner has the right to refuse or cancel any orders placed for the license quoted at the incorrect price, even if Owner has confirmed the receipt of your order and charged your credit or debit card; and 2) if Owner has charged your credit or debit card but subsequently canceled your order, Owner will promptly issue a credit to your credit or debit card account for the amount charged. You are responsible for taxes, if any, for each license purchase you make on the Site. No other discounts, quantity entitlements, or promotions apply unless expressly specified for this transaction.

### **PAYMENTS**

Owner uses a third-party payment gateway, Stripe. You can find out more about Stripe at [www.stripe.com](http://www.stripe.com). When you order something from the Site, Stripe will ask you to provide personal information including but not limited to your name, physical address, telephone number, and credit or debit card information. This information will be used to process your order and payment, and for related purposes. Owner does not have access to this information. For additional information, please read Stripe’s [Privacy Policy](#).

Owner accepts credit and debit card payments only through the Site. If you wish to order using a check, please contact Owner directly at [information@journimap.com](mailto:information@journimap.com). If you pay by check, you will be issued one or more codes to enter into the Site in lieu of making a payment via Stripe. Payments must be received prior to receiving access to any licensed reports.

### **LICENSE TERMS**

When you make a purchase on the Site, you are purchasing a license to download Deliverables or other informational materials from the Site. Owner and its licensors retain copyright, trademark, patent, trade secret, and all other intellectual property rights in and to all reports, informational materials, or other

materials on the Site. When you purchase a Shared License to Deliverables on the Site, Owner grants you a non-exclusive, worldwide, limited, and irrevocable license to access, use, copy, display, perform, distribute, and create derivative works of your Deliverables. When you purchase a Private License to Deliverables on the Site, Owner grants you an exclusive (except as to Owner and its affiliates), worldwide, limited, and irrevocable license to access, use, copy, display, perform, distribute, and create derivative works of your Deliverables. This license is conditioned upon your leaving intact all copyright, trademark, and other proprietary notices.

Please be aware that you are responsible for ensuring that your order is in compliance with all local laws.

#### **LIMITED WARRANTY AND LIMITATION OF LIABILITY**

Owner warrants that Deliverables shall be correctly created by the Journimap application and shall be free of defects. If the Deliverables are not correctly created by the Journimap application or free of defects, Owner will re-create the Deliverables to correct the errors. No charge will be made for re-creating Deliverables to correct defects covered by this warranty.

This warranty does not apply to overview products downloaded through the sharing platform; this warranty applies only to Deliverables that you have commissioned specifically for your organization. Specifically excluded from this warranty are any claims arising as a result of improper application, use, or reliance upon the licensed reports. Owner expressly does not represent or warrant that the reports have statistical validity, because the Deliverables are qualitative and are not statistically valid by their nature.

Owner, its affiliates, licensors, and subcontractors will not be liable under any circumstances for any consequential, incidental, special, punitive, exemplary or other damages (including, but not limited to, damages resulting from commercial or economic loss) or costs and expenses (including, but not limited to, attorneys' fees and litigation costs), incurred as a result of any claim whether based on breach of warranty or otherwise.

**In no event shall Owner's liability exceed the cost of replacing the licensed report which give rise to any claim or refunding the license purchase price of the report which give rise to any claim.**

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No attempt to alter, amend or extend this warranty and limitation of liability shall be effective unless in writing and signed by an executive officer of Owner.

Some jurisdictions do not allow the exclusion of warranties, so the above exclusions may not apply to you.

#### **DISPUTES**

You agree that these TOL and your license purchase from Owner are governed by the laws of the State of Iowa, without regard to conflict of law principles. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in or nearest to Johnson County, Iowa, in all disputes arising out of, relating to, or concerning the licensed reports and/or these TOL. If any part of this agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall govern such use.

**Last revised: June 28, 2018**