

Springhouse Compliance, LLC Terms of Use

Last Modified: April 26, 2018

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Springhouse Compliance, LLC (the "Company"). The following terms and conditions, together with any documents they expressly incorporated by reference (collectively, these "Terms of Use"), govern Your access to and use of the Company's websites, including, — www.springhousecompliance.com, www.committeelink.com, www.auditbridge.com and www.fihub.com (the "Websites"), the web and mobile apps related to such Websites, including, but not limited to, AuditBridge, CommitteeLink, and FIHub (the "Apps"), any functionality or services offered on or through the Websites or the Apps (the "Services"), any material, information or content (the "Content") offered on the Websites or through the Apps; and any documents, data, materials or other information that You or other Authorized Users with your organization upload to the Websites or the Apps (the "Customer Data").

Please read these Terms of Use carefully before You start to use the Websites, Apps, Content or Services. **By accessing the Website or the Apps, by using the Services or Content, by uploading Customer Data to the Service, by clicking to accept or agree to these Terms of Use when requested, or by entering into a written agreement with the Company, You accept and agree to be bound and abide by these Terms of Use, including, but not limited to the <<Privacy Policy>>, incorporated herein by reference.** If You do not agree to these Terms of Use, You must not access the Website or the Apps or use the Services or the Content.

Changes to the Terms of Use, Websites, Apps, Services and Content

The Company may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when posted, and apply to all access to and use of the Websites, Apps, Content and Services thereafter. Your continued use of the Websites, Apps, Content or Services following the posting of revised Terms of Use means that You accept and agree to the changes. You are expected to check this page from time to time so that You are aware of any changes.

The Company reserves the right, in its sole discretion, to change or modify the Services, Content, Websites or Apps, without notice. You are responsible for making all arrangements necessary for You to have access to the Websites and Apps; and ensuring that all persons who access the Websites and Apps or use the Services or Content using Your User Credentials (as defined below) are aware of these Terms of Use and comply with them.

Services Agreements

To use the Services, Your organization must have entered into an agreement with the Company (each an "Agreement"), specifying the Services that are purchased, the number of users in Your organization allowed to use the Services (the "Authorized Users") and the

manner in which each Authorized User will receive his or her user ID and password ("**User Credentials**") for accessing the Websites or Apps and using the Services or Content. In the event of any conflicts between these Terms of Use, including, but not limited to the Company's Privacy Policy and the Agreement, the Agreement shall govern.

Authorized Users/Collected Information

Upon execution of an Agreement, an organization will provide the Company with a list of individuals who are Authorized Users. The Company will provide the organization a list of User ID's and initial passwords for each of those Authorized Users. The first time each Authorized User accesses the Websites or Apps, the Authorized User must provide certain information about himself/herself in order to use the Services or Content, including, for example, name, address, email, and phone number ("**Collected Information**") and accept these Terms of Use.

It is a condition of Your use of the Services that all Your Collected Information is correct, current and complete. You agree that all Your Collected Information is governed by the Company's <<Privacy Policy>>, and You consent to all actions the Company takes with respect to Your information consistent with the Privacy Policy.

You must treat Your User Credentials as confidential, and You must not disclose Your User Credentials to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to the Websites or Apps or to allow any other person to use the Services or Content using Your User Credentials. You agree to notify the Company immediately of any unauthorized access to or use of Your User Credentials or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your User Credentials.

The Company has the right to disable any User Credentials, at any time in the its sole discretion, for any or no reason, including if, in the Company's opinion, You have violated any provision of these Terms of Use.

FIHub

In addition to Services provided consistent with an Agreement, the FIHub website provides Authorized Users with the option to select and purchase certain training modules or other Content. Authorized Users purchasing these training modules and/or other Content may be required to provide additional information, including for example, payment information. All payment for the FIHub services are processed through the Company's payment provider, and You may be required to set up an account with that payment processor in order to make payments. Payments for FIHub services are non-refundable.

Service Control

Except as otherwise expressly provided in these Terms of Use, the Company has and will retain sole control over the operational, provision, maintenance and management of the

Services and Content, including the (i) content; (ii) functionality of the Services; (iii) the location where the Services are performed and (iv) performance of the Website, Apps, or Services maintenance, upgrades, corrections and repairs. Notwithstanding anything to the contrary in this Agreement, all Services, including all processing of Customer Data by or on behalf of the Company shall be provided solely from within, and on servers located within the United States.

Intellectual Property Rights

The Websites, the Apps and the Content, including, but not limited to features and functionality, such as, information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, but excluding Your User Contributions and Customer Data, as defined below, are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit You to use the Websites, Apps, Services and Content for Your organization's internal business use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Content, the Websites or Apps, except as follows:

- Your computer may temporarily store copies of materials in RAM incidental to Your accessing and viewing those materials.
- You may store files that are automatically cached by Your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages from the Websites or Apps, including, but not limited to Content or results from the Services, for Your organization's internal business use but not for further reproduction, publication or distribution.
- You may download a single copy of the Company's desktop, mobile or other applications to Your computer or mobile device solely for Your organization's internal business use, provided You agree to be bound by the Company's end user license agreement for such applications.
- If the Company provides social media features for applications such as Facebook, Twitter, LinkedIn, or others with any portion of the Content, You may take such actions as are enabled by such features, but only those actions.

You must not:

- Modify copies of any Content other than as expressly permitted by these Terms of Use.
- Use any illustrations, photographs, video or audio sequences or any graphics in the Content separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes outside of Your organization's internal business purposes, any portions of the Websites, Apps, Content or other materials from the Services.

If You print, copy, modify, download or otherwise use or provide any other person with access to any part of the Websites or Apps or allow any other person to use the Services in breach of the Terms of Use, Your right to access the Websites and Apps and use the Services and Content will cease immediately and You must, at the Company's option, return or destroy any copies of the Content or other material You have made. No right, title or interest in or to the Websites, Apps, Services, Content or other material on the Websites or Apps or available through the Services is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Websites, Apps, Services or Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the terms "Springhouse Compliance", "CommitteeLink", "AuditBridge" and "FIHub" and the related logos or designs and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the Company's prior written permission, including, for purposes of linking to the Company's Websites or Apps. All other names, logos, product and service names, designs and slogans on the Websites or Apps are the trademarks of their respective owners.

Prohibited Uses

You may use the Websites, Apps, Services and Content only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites, Apps, Services or Content:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the <<*Content Standards*>> set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee or representative, another user or any other person or entity (including, without limitation, by using e-mail addresses, screen names, or others' user credentials associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, Apps, Content or Services, or which, as determined by the Company, may harm the Company or users of the Websites, Apps, Content or Services or expose users or the Company to liability.

Additionally, You agree not to:

- Use the Websites, Apps, Content or Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites, Apps, Content or Services including their ability to engage in real time activities through the Websites, Apps, Content or Services.
- Use any robot, spider or other automatic device, process or means to access the Websites or Apps for any purpose, including monitoring or copying any of the material on the Websites or Apps.
- Use any manual process to monitor or copy any of the material on the Websites or Apps or available through the Services or Content or for any other unauthorized purpose without Our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Websites, the Apps, the Content or the Services.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damages or disrupt any parts of the Websites, Apps, Services, Content, the server(s) on which the Websites or the Apps are stored and maintained, the Servers on which the Services operate, or another server, computer or database connected to the Websites, Apps, Content or Services.
- Attack the Websites or Apps via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites, Apps, Content or Services.

User Contributions

The Websites and the Apps may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Websites or Apps. For purposes of clarification, User Contributions do not include Customer Data.

All User Contributions must comply with the <<*Content Standards*>> set out in these Terms of Use.

Any User Contribution posted as part of the Interactive Services will be considered **non-confidential and non-proprietary**. By providing any User Contribution on the Websites or Apps or through the Services, You grant the Company and its affiliates and service providers, and each of their and the Company's respective licensees, successors and assigns

the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to Your account settings.

You represent and warrant that:

- You own or control all rights in and to Your User Contributions and have the right to grant the license granted above to the Company and its affiliates and service providers, and each of their and Our respective licensees, successors and assigns.
- All of Your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that You are responsible for any User Contributions You submit or contribute, and You, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by You or any other user of the Websites, Apps, Content or Services.

Monitoring and Enforcement; Termination

The Company reserves the right, but assumes no obligation to monitor use of the Websites, Apps, Content and Services. The Company reserves the right to (a) take any action with respect to any User Contributions that it deems necessary or appropriate in its sole discretion, including if Company believes that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of uses of the Websites, Apps, Content or Services or the public or could create liability for the Company; (b) take appropriate legal action, including, without limitation, referral to law enforcement, or any illegal or unauthorized use of the Website, Apps, Content or Services; or (c) terminate or suspend Your access to all or any portions of the Websites, Apps, Content or Services for any reason or no reason.

Without limiting the foregoing, the Company has the right to fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

The Company assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. The Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These "**Content Standards**" apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the <<Privacy Policy>>.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent Your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by Us or any other person or entity, if this is not the case.

Copyright Infringement

The Company has adopted the following policy toward copyright and intellectual property infringement. The address of the Company's Designated Agent to receive notification of claimed infringement ("**Designated Agent**") is:

Springhouse Compliance, LLC Attn:
Copyright Agent
1401 Doug Baker Blvd Ste. 107-126
Birmingham, AL 35242
support@springhousecompliance.com

The Company respects the intellectual property of others, and expects users to do the same. If You believe that material residing on the Website, in the Apps or provided in the Services or Content infringes Your copyright or other intellectual property right, You must send a written notice of the claimed infringement to the Copyright Agent listed above. The notice must specify the type of infringement at issue and include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or intellectual property interest;

2. A description of the work that You claim has been infringed upon;
3. A description of where the material You claim is infringing is located on the Website (in sufficient detail to allow the Company to locate it on the Website);
4. Your address, telephone number, and email address;
5. A statement by You that You have a good-faith belief that the disputed use is not authorized by the owner of the work, its agent, or the law; and
6. A statement by You, made under penalty of perjury, that the above information You submit is accurate and that You are the owner of the intellectual property or authorized to act on the owner's behalf.

Once a proper notice is received by the Copyright Agent, the Company will investigate the allegations in the notice, and if appropriate, remove or disable access to the allegedly infringing material.

Reliance on Information Posted

The information presented on or through the Websites or the Apps or available through the Services is made available solely for general information purposes. The Company does not warrant the accuracy, completeness or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Websites or Apps or users of the Services or Content.

The Websites, Apps, Content or Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the Content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. The Company shall not be responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

Additional terms and conditions may also apply to specific portions, services or features of the Websites or Apps. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features

You may link to the homepages of the Websites or Apps, provided You do so in a way that is fair and legal and does not damage the Company's reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the Company's part.

The Websites or the Apps may provide certain social media features that enable You to:

- Link from Your own or certain third-party websites to certain content on these Websites and Apps.

- Send e-mails or other communications with certain content, or links to certain content, on these Websites and Apps.
- Cause limited portions of Content on these Websites or Apps to be displayed or appear to be displayed on Your own or certain third-party websites.

You may use these features solely as they are provided by the Company, and solely with respect to the Content they are displayed with and otherwise in accordance with any additional terms and conditions We provide with respect to such features. Subject to the foregoing, You must not:

- Establish a link from any website that is not owned by You.
- Cause the Websites, Apps, Content or portions thereof to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Websites or Apps other than the homepage.
- Otherwise take any action with respect to the materials on the Websites or Apps that is inconsistent with any other provision of these Terms of Use.

The website from which You are linking, or on which You make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with the Company in causing any unauthorized framing or linking immediately to cease. The Company reserves the right to withdraw linking permission without notice.

The Company may disable all or any social media features and any links at any time without notice in its discretion.

Links from the Website or Apps

If the Websites or Apps contain links to other sites and resources provided by third parties, these links are provided for Your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links, if any. The Company has no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third party websites linked to the Websites or Apps, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

Necessity of Backups

The Services do not replace the need for Customer to maintain regular data backups. The Company will maintain backup copies of all data in accordance with its own back-up and business continuity plans, but the Company assumes no liability for any loss, alteration, destruction, damage, or corruption of customer data.

Geographic Restrictions

The Company is based in, and the Websites, Apps, Content and Services are provided from, the state of Alabama in the United States. The Company provides the Websites, Apps, Content and Services for use only by persons located in the United States. The Company makes no claims that the Websites, Apps, Services, Content, or the results of the Services or any information derived therefrom is accessible, accurate or appropriate outside of the United States. Access to the Websites, Apps or Services may not be legal by certain persons or in certain countries. If You access the Websites, Apps or Services from outside the United States, You do so on Your own initiative and You are responsible for compliance with local laws.

Warranties and Disclaimer of Warranties

The Company will use due care in providing the Services, including, but not limited to, employing security measures in accordance with applicable industry standards; however, you acknowledge and agree that the Websites, Apps, and Services, as a result of being operated via the Internet, involve certain possibilities of errors, omissions, delays, loss or mutilation of documents or data or other occurrences which may give rise to loss or damage. The Company's responsibility in the event of any such defects, errors or omissions shall be limited to the correction of any errors which are due to mistakes by the Company's employees or contractors or to the malfunction of the Company's equipment.

You understand, acknowledge and agree that the Company cannot and does not guarantee or warrant that files available for downloading from the internet or the Websites or Apps will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITES, APPS, CONTENT, SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES, APPS, CONTENT OR SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITES OR APPS, OR ON ANY WEBSITES, APPS, CONTENT OR SERVICES LINKED TO OR FROM THEM.

YOUR USE OF THE WEBSITES, APPS, SERVICES, CONTENT AND RELATED MATERIALS OBTAINED THROUGH THE WEBSITES OR APPS IS AT YOUR OWN RISK. THE WEBSITES, APPS, CONTENT AND SERVICES OR OTHER ITEMS OBTAINED THROUGH THE WEBSITES OR APPS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES OR APPS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITES, THE APPS, SERVICES,

CONTENT OR ANY OTHER ITEMS OBTAINED THROUGH THE WEBSITES OR APPS WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITES, APPS OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITES, APPS, SERVICES, CONTENT OR OTHER ITEMS OBTAINED THROUGH THE WEBSITES, APPS OR SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, THE APPS, THE SERVICES, THE CONTENT, ANY WEBSITES LINKED TO OR FROM THEM, ANY CONTENT ON THE WEBSITES, APPS OR SUCH OTHER WEBSITES OR APPS, ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES, APPS OR SUCH OTHER WEBSITES OR APPS, OR THE RESULTS OF SUCH SERVICES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. Without limiting the foregoing, in no event will the collective aggregate liability of the Company and its licensors, service providers, and suppliers under or in connection with the Agreement, these Terms or Use, the Services, Websites, Apps or Content, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the Annual Fee for a single year.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to Your violation of these Terms of Use or Your use of the Websites, Apps, Content or Services including, but not limited to, User Contributions and Customer Data, any use of the Content, Services and or other items obtained through the Websites or Apps or as a result of the Services, other than as expressly authorized in these Terms of Use.

Governing Law and Jurisdiction

All matters relating to the Websites, Apps, Content, Services, the Agreement, these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use, the Agreement, the Websites, Apps, Content or Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the City of Birmingham and County of Jefferson. You waive any and all objections and consent to the exercise of jurisdiction over You by such courts and to venue in such courts.

Appropriate Users

The Websites, Apps, Services and Content are offered and available only for users who are at least 19 years of age or older, reside in the United States or any of its territories or possessions, and are capable of entering into a binding contract. By using the Websites, Apps, Services or Content You represent and warrant that You are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If You do not meet all of these requirements, You must not access or use the Websites, Apps, Services or Content.

No Assignment

Neither party may assign, delegate, subcontract or otherwise seek to transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Nonsolicitation

You agree that the Company's personnel, including our employees and contractors, are a valuable resource of the Company, and You agree that You will not employ, engage, make an offer of employment to, or enter into a consulting relationship with any employee or contractor of the Company while such person is employed or engaged by the Company, for the duration of this Agreement and for one year thereafter.

Arbitration

At the Company's sole discretion, it may require You to submit any disputes arising from the use of the Websites, Apps, Services or Content or arising out of these Terms of Use or the Agreement, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Alabama state law, with such arbitration to take place in Birmingham, Alabama. Notwithstanding this provision for arbitration, either party may be entitled to seek injunctive relief from a court of competent jurisdiction at any time.

Jury Waiver

In the event a dispute is not resolved through arbitration, each party hereby expressly waives its right to a trial by jury and agrees that any such dispute will be resolved by a judge, sitting without a jury.

Equitable Relief

You acknowledge and agree that a breach or threatened breach of the obligations in the Agreement and these Terms of Use related to the scope of use of the Services and the Confidentiality Obligations would cause the Company irreparable harm for which monetary damages would not be an adequate remedy and agree that, in the event of such breach or threatened breach, the Company will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

All provisions of the Agreement and these Terms of Use, which by their terms contemplate performance after the expiration or termination of this Agreement, shall survive such termination or expiration of this Agreement until fully performed.

Force Majeure.

In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of the Agreement or these Terms of Use, except for any payment obligations, when and to the extent such failure or delay is caused by any circumstance beyond that party's reasonable control (each a "Force Majeure Event").

Entire Agreement

The Terms of Use, Privacy Policy, and the Agreement, if one exists, constitute the sole and entire agreement between You and the Company with respect to the Websites, Apps, Services, and Content.

Your Comments and Concerns

This Website, Apps, Services and Content are provided and operated by Springhouse Compliance, LLC; 850 Corporate Pkwy Ste. 110-A, Birmingham, AL 35242.

Any feedback, comments, requests for technical support and other communications relating to the Websites, Apps, Services or Content should be directed to: support@springhousecompliance.com.