

## **WEBSITE TERMS OF USE**

**Last Updated: May 21, 2019**

The Honorlock Inc. (“Honorlock,” “we,” “us,” or “our”) welcomes you. We provide you access to our Website located at <https://honorlock.com/> (the “Website”) subject to these Website Terms of Use (“Website Terms of Use”), which may be updated by us from time to time with or without notice to you. We may, but are not obligated to, provide you with notice of any material changes to these Website Terms of Use. By visiting the Website, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Website Terms of Use and the terms and conditions of our Website Privacy Policy, which are hereby incorporated by reference (collectively, this “Website Agreement”). If you do not agree to any of these terms, then you are not permitted to use the Website.

These Website Terms of Use applies to visitors to the Website (“Visitors,” “you,” or “your”).

Capitalized terms not defined in these Website Terms of Use shall have the meaning set forth in our Website Privacy Policy <https://www.honorlock.com/privacy>.

### **1. DESCRIPTION AND USE OF OUR SERVICES**

Our proprietary, cloud-based proctoring solution enables universities and other educational institutions to offer online examinations (the “Service”). You can visit and view the Website without registering with us. To inquire about our Services or become a customer, contact us via the *Request Demo* page or by using the contact information provided on the *Support* page.

We may respond to any inquiries at our sole and complete discretion. In addition, we may, at our discretion, block access to the Website at any time, including, without limitation, if we determine that a visitor has violated this Website Agreement.

### **2. INTELLECTUAL PROPERTY**

The Website may contain material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be owned by us or licensed to us by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content and you will not use the Content except as permitted under this Website Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

The trademarks, service marks, and logos used and displayed on the Website may be registered and/or unregistered trademarks or service marks of ours or of our licensors (collectively, the “Trademarks”). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written

permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Trademarks inures to the benefit of us or our licensors.

### **3. COMMUNICATIONS WITH US**

If you are having technical difficulties with the Website at any time, or if you have questions about our Services, you may email or call us using the contact information on our website. All interactions between you and Honorlock may be recorded, including phone calls, emails, and live chats.

Although we encourage you to contact us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

### **4. NO WARRANTIES; LIMITATION OF LIABILITY**

**4.1 DISCLAIMER OF WARRANTY.** THE WEBSITE AND CONTENT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE OR CONTENT WILL OPERATE ERROR-FREE, THAT THE WEBSITE, THE SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

**4.2 LIMITATION OF LIABILITY.** IN NO EVENT SHALL WE BE LIABLE FOR (I) INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, LOST DATA, BUSINESS INTERRUPTION, OPPORTUNITIES, OR INFORMATION RESULTING OR ARISING FROM THE USE OF OR RELIANCE ON INFORMATION CONTAINED ON THIS WEBSITE, ANY ACCURACY OR OMISSION IN SUCH INFORMATION OR FAILURE TO KEEP THE INFORMATION CURRENT, USE OF ANY THIRD PARTY WEBSITES LINKED TO THIS WEBSITE, OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, OR (II) DIRECT DAMAGES IN EXCESS OF FIFTY DOLLARS (\$50), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED

ON THE WEBSITE. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE WEBSITE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

## **5. EXTERNAL SERVICES**

The Website may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content or products available through such External Sites. The External Sites may offer third-party goods and services (the “Third Party Products”), and you acknowledge and agree that: (i) we do not manufacture or sell the Third Party Products and thus have no control over the quality, safety, legality or efficacy of any Third Party Product; (ii) we have no involvement in any transaction involving any Third Party Products; and (iii) we shall have no liability with respect to any Third Party Product or any transaction or interaction between you and the provider of any Third Party Product.

The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **6. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Website Agreement, or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **7. COMPLIANCE WITH APPLICABLE LAWS**

The Website is operated by Honorlock in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access or use the Website from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring your compliance with the laws of your specific jurisdiction.

**8. TERMINATION OF THIS WEBSITE AGREEMENT**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Website Agreement and your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

**9. MISCELLANEOUS**

This Website Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions. Except for proceedings commenced by Honorlock to protect its intellectual property or confidential information which may be brought in any court of competent jurisdiction, the parties mutually agree that any and all disputes arising hereunder shall be resolved exclusively by state or federal courts located in the State of New York. The following provisions will survive any expiration or termination of this Website Agreement: “Intellectual Property,” “Communications with Us,” “No Warranties; Limitation of Liability,” “Indemnification,” “Termination of this Website Agreement,” and “Miscellaneous.”

Our failure to act on or enforce any provision of this Website Agreement shall not be construed as a waiver of that provision or any other provision in this Website Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Website Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Website Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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