

## **TERMS OF USE**

Effective: December 11, 2018

### **1. ACCEPTANCE OF TERMS**

Welcome to our website. By using or viewing this website, including all content and functionality available through the <https://amlrightsource.com/> (the “Site”), you signify your agreement to these terms and conditions (the “Terms of Use”). If you do not agree to any of these terms, please do not use the Site.

In these Terms of Use, “AML RightSource” or “we” or “us” refers to AML RightSource, and “you” or “user” refers to you, the user of this Site. AML RightSource may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

### **2. WEBSITE**

These Terms of Use apply to all users of the Site. On our Site you may, among other things, learn about our products and services.

The Site may contain links to third party websites that are not owned or controlled by AML RightSource. AML RightSource has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, AML RightSource will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve AML RightSource from any and all liability arising from your use of any third-party website. We encourage you to be aware when you leave the AML RightSource Site and to read the terms and conditions of each other website that you visit.

### **3. ELIGIBILITY**

Our Site is only available to users over the age of 18 who reside in the United States or Canada. If you are under 18 or reside in a different country, please navigate away from the Site immediately. Continued use of the Site is a violation of these Terms of Use.

### **4. ACCEPTABLE USE**

Your use of the Site is conditioned upon your compliance with the following rules (“Acceptable Use Restrictions”):

You shall not upload to, transmit through, or display via the Site any content that: (i) is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights; (ii) contains confidential, proprietary, or trade secret information of any third party; (iii) violates the rights of others, including without limitation any privacy rights or rights of publicity; (iv) impersonates any person or entity, falsely states or otherwise misrepresents your affiliation with any person or entity, or uses any fraudulent, misleading or inaccurate email address or other contact information; (v) violates any applicable laws or regulations; (vi) makes any statement, express or

implied, that you are endorsed by AML RightSource; (vii) harms minors in any way, including, but not limited to, by depicting content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct; (viii) contains any unsolicited promotions, political campaigning, advertising or solicitations; or (ix) in our sole judgment is inappropriate or objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose AML RightSource, any of its officers, directors, or employees, or other users to any harm or liability of any type.

You shall not use the Site to engage in any of the following activities: (i) accessing, using, or uploading content to, or attempting to access, use, or upload content to another user's account without permission; or (ii) transmitting, uploading, or downloading, any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature.

You shall not: (i) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; (ii) remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the Site; (iii) "frame" or "mirror" any portion of the Site, or link to any material other than via the homepage of the URLs located at <https://amlrightsource.com> or the URLs provided by us to you for such purposes, without our prior written authorization; (iv) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site; or (v) harvest or collect information about or from users of the Site.

## **5. OWNERSHIP OF WEBSITE AND CONTENT**

All right, title and interest in this Site, including, but not limited to all of the software and code that comprise and operate this Site, and all of the text, photographs, images, illustrations, graphics, audio, video and audio-video clips, URLs, advertising copy and other materials provided through this Site (collectively, "Content") are owned by us or by third parties who have licensed their Content to us. This Site is protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. In addition, the entire Content of this Site is a collective work under U.S. and international copyright laws and treaties, and we own the copyright in the selection, coordination, arrangement and enhancement of the Content of this Site.

We hereby grant you a limited, revocable license to download and print copies of any portion of the Content of this Site to which you have properly gained access, but only for your own personal, non-commercial use, and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from the Content you download. The foregoing license is subject to these Terms of Use and does not include the right to use any data mining, robots or other automatic or manual device, software, program, code, algorithm or methodology, to access, copy or monitor any portion of the Site or Content, or in any way reproduce or circumvent the navigational structure or presentation of any Site or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Site. We reserve the right to take measures to prevent any such activity. This license is revocable at any time without notice and with or without cause. You may not permit others to copy,

distribute, perform or display publicly, prepare derivative works based on, broadcast, exploit or use any part of the Content on this Site except as expressly provided in these Terms of Use. Nothing in these Terms of Use shall be construed as transferring any right, title or interest in this Site or its Content to you or anyone else, except the limited license to use this Site and its Content on the terms expressly set forth herein.

Notwithstanding the foregoing, and specifically with regard to trademarks, AML RightSource names and logos (including, without limitation, those of its affiliates), all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within this Site, unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of AML RightSource and/or its affiliates (the “AML RightSource Marks”). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated within this Site are the property of their respective owners. You are not authorized to display or use AML RightSource Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within this Site without the prior written permission of such owners. The use or misuse of AML RightSource Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

## **6. DIGITAL MILLENIUM COPYRIGHT ACT**

Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)), we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe a copyright is being infringed by a user of the Site, please provide written notice to our designated agent for notice of claims of copyright infringement at 200 Public Square, Suite 3100, Cleveland, Ohio 44114 or by emailing [privacy@amlrightsource.com](mailto:privacy@amlrightsource.com).

Your written notice must:

- contain your physical or electronic signature;
- identify the allegedly infringing material in a sufficiently precise manner to allow us to locate the material;
- contain adequate information by which we can contact you;
- contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner’s agent, or the law; and
- contain a statement that the information in the written notice is accurate.

## **7. PRIVACY POLICY**

For information about our data protection practices, including under what circumstances we may collect, process, store, and disclose your personal information please read our Privacy Policy available at <https://amlrightsource.com/privacy-policy/>. This policy explains how we treat your personal information and how we protect your privacy when you use the Site. The Privacy Policy also describes additional rights that you may have regarding your personal information. The

Privacy Policy is hereby incorporated into these Terms. By accessing the Site, you agree that you have reviewed the privacy policy and consent to our collection, processing, storage, and disclosure of your personal information consistent with the policy.

## **8. RIGHTS YOU GRANT TO US**

- A.** By submitting, posting or displaying User Content, you give us a worldwide, perpetual, fully-sublicensable, irrevocable, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute and otherwise exploit any User Content which you submit or post on or through the Site in any manner or media whatsoever, now known or hereafter developed.
- B.** You agree that we may use your feedback, suggestions, or ideas in any way, including in future modifications of the Site, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully-paid up, royalty free license to use the feedback you provide to us in any way.
- C.** While AML RightSource appreciates your interest, we ask that you never submit an idea, suggestion, or information that you consider to be confidential and/or proprietary. If you choose to ignore this request and submit any ideas, suggestions, and/ or information, please be aware that, except with respect to your personally identifiable information (which is governed by our Privacy Policy), all comments, suggestions, ideas, notes, drawings, concepts, or other information disclosed or offered to us by you through the Site (collectively, “Suggestions”) shall be deemed to be non-confidential and non-proprietary and shall become the exclusive property of AML RightSource. Further, you understand and acknowledge that AML RightSource employs both internal and external individuals and resources which may have already developed or may in the future develop ideas, concepts, and other information identical or similar to the Suggestions, and that AML RightSource is only willing to consider the Suggestions on these terms. In any event, you acknowledge and agree that AML RightSource assumes no obligation of confidentiality or nondisclosure, express or implied by considering the Suggestions. Without limitation, AML RightSource shall exclusively own, and you hereby irrevocably transfer and assign to AML RightSource, all now known or hereafter existing rights in and to the Suggestions, and AML RightSource shall be entitled to unrestricted use of the Suggestions for any purpose whatsoever, commercial or otherwise, without any form of compensation whatsoever.
- D.** You agree that we are not responsible for protecting and enforcing any intellectual property rights granted by you to us in connection with this Agreement and that we have no obligation to do so on your behalf.
- E.** Without limitation of the foregoing, in connection with User Content you submit, post or display via the Site, you affirm, represent, and warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use

such User Content in the manner contemplated by the Site and this Agreement. You further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have written permission from their rightful owner to post the material and to grant us all of the license rights granted herein.

- F.** You understand that we may (i) transmit or distribute your User Content over various public networks and in various media; and (ii) make such changes to your User Content as are necessary to conform and adapt that User Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.
- G.** You represent and warrant to us that you have all the rights, capacity, power and authority necessary to grant all of the above licenses.

## **9. DISCLAIMER OF WARRANTIES**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF THE INFORMATION, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS SITE AND THE INFORMATION, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) RELATING TO THE SECURITY OF OUR SITE; (D) THAT THE CONTENT OF OUR SITE IS ACCURATE, COMPLETE, CURRENT OR RELIABLE; AND (E) THAT OUR SITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

AML RIGHTSOURCE DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR STATEMENTS, ADVICE AND OPINIONS MADE BY ANYONE OTHER THAN AUTHORIZED AML RIGHTSOURCE SPOKESPERSONS. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY STATEMENTS, ADVICE OR OPINIONS CONTAINED IN USER CONTRIBUTIONS AND SUCH STATEMENTS, ADVICE AND OPINIONS DO NOT IN ANY WAY REFLECT THE STATEMENTS, ADVICE AND OPINIONS OF AML RIGHTSOURCE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

#### **10. LIMITATION ON LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS, OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE WEBSITE WILL BE: THE AMOUNT OF \$100.

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### **11. DISPUTE RESOLUTION; GOVERNING LAW AND VENUE**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

YOU AGREE THAT BY USING THE SITE, CONTENT, ANY SERVICE OR ANY PRODUCTS, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

YOU AGREE THAT ANY AND ALL CLAIMS AND DISPUTES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS, YOUR USE OF THE SITE, OR YOUR AND OUR DEALINGS WITH ONE ANOTHER SHALL BE FINALLY SETTLED AND RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AS DESCRIBED IN THIS SECTION. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE INTERPRETED BROADLY. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), AS MODIFIED BY THIS SECTION.

THE ARBITRATION WILL BE CONDUCTED BY JUDICIAL ARBITER GROUP, INC. (“JAG”) USING ONE ARBITRATOR WITH SUBSTANTIAL EXPERIENCE IN RESOLVING COMMERCIAL CONTRACT DISPUTES, WHO SHALL BE SELECTED FROM THE APPROPRIATE LIST OF JAG ARBITRATORS IN ACCORDANCE WITH THE ARBITRATION RULES AND PROCEDURES OF JAG. IF JAG IS UNABLE OR UNWILLING TO ARBITRATE A DISPUTE, THEN THE DISPUTE MAY BE REFERRED TO ANY OTHER ARBITRATION ORGANIZATION OR ARBITRATOR THAT YOU AND WE AGREE UPON IN WRITING OR THAT IS APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT. FOR ANY CLAIM WHERE THE TOTAL AMOUNT OF THE AWARD SOUGHT IS \$10,000 OR LESS, THE ARBITRATOR, YOU AND WE MUST ABIDE BY THE FOLLOWING RULES: (A) THE ARBITRATION SHALL BE CONDUCTED SOLELY BASED ON TELEPHONE OR ONLINE APPEARANCES AND/OR WRITTEN SUBMISSIONS; AND (B) THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES. IF THE CLAIM EXCEEDS \$10,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES, AND THE HEARING (IF ANY) MUST TAKE PLACE IN LAS VEGAS, NEVADA. THE ARBITRATOR’S RULING IS BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION, OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF ANY AWARD AND AN ORDER OF ENFORCEMENT, AS THE CASE MAY BE.

THERE IS NO JUDGE OR JURY IN ARBITRATION. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT AND REVIEW BY A COURT IS LIMITED. NEITHER YOU NOR WE WILL BE ABLE TO HAVE A COURT OR JURY TRIAL OR PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO RESOLVE ANY DISPUTE THROUGH INDIVIDUAL ARBITRATION, YOU ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE, YOUR USE OF THE SITE, ANY PRODUCTS, OR YOUR AND OUR DEALINGS WITH ONE ANOTHER MUST BE COMMENCED IN ARBITRATION WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT TWO (2)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE’S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF UCH STATE SHALL APPLY.

YOU AGREE THAT ALL CHALLENGES TO THE VALIDITY AND APPLICABILITY OF THE ARBITRATION PROVISION—I.E. WHETHER A PARTICULAR CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION—SHALL BE DETERMINED BY THE

ARBITRATOR. NOTWITHSTANDING ANY PROVISION IN THESE TERMS TO THE CONTRARY, IF THE CLASS-ACTION WAIVER ABOVE IS DEEMED INVALID OR UNENFORCEABLE YOU AGREE THAT YOU SHALL NOT SEEK TO, AND WAIVE ANY RIGHT TO, ARBITRATE CLASS OR COLLECTIVE CLAIMS. IF THE ARBITRATION PROVISION IN THIS SECTION IS FOUND UNENFORCEABLE OR TO NOT APPLY FOR A GIVEN DISPUTE, THEN THE PROCEEDING MUST BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF COMPETENT JURISDICTION LOCATED IN CLEVELAND, OHIO OR THE UNITED STATES DISTRICT COURT LOCATED IN CLEVELAND, OHIO, AS APPROPRIATE, AND YOU AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF EACH OF THESE COURTS FOR THE PURPOSE OF LITIGATING SUCH CLAIMS OR DISPUTES, AND YOU STILL WAIVE YOUR RIGHT TO A JURY TRIAL, WAIVE YOUR RIGHT TO INITIATE OR PROCEED IN A CLASS OR COLLECTIVE ACTION, AND REMAIN BOUND BY ANY AND ALL LIMITATIONS ON LIABILITY AND DAMAGES INCLUDED IN THESE TERMS. THIS ARBITRATION AGREEMENT WILL SURVIVE TERMINATION OF YOUR USE OF THE SITE AND YOUR RELATIONSHIP WITH US. THIS ARBITRATION AGREEMENT INVOLVES INTERSTATE COMMERCE AND, THEREFORE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16 (“FAA”), AND NOT BY STATE LAW. INFORMATION ON AAA AND HOW TO START ARBITRATION CAN BE FOUND AT WWW.ADR.ORG OR BY CALLING 800-778-7879.

IF YOU WISH TO OPT-OUT OF THE AGREEMENT TO ARBITRATE, WITHIN 45 DAYS OF WHEN YOU FIRST USE THE SITE OR SUBMIT THROUGH THE SITE A REQUEST FOR INFORMATION, YOU MUST SEND US A LETTER STATING “REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE” AT THE FOLLOWING ADDRESS:

AML RightSource  
200 Public Square  
Suite 3100  
Cleveland, Ohio 44114  
[privacy@amlrightsource.com](mailto:privacy@amlrightsource.com)

In the event you opt out of the arbitration provision, you agree to litigate exclusively in the state or federal courts in Cleveland, Ohio, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. These Terms will be governed by the laws of the State of Ohio, without giving effect to any principles of conflicts of laws.

## **12. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless AML RightSource, 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 this Site, including your contributions, any use of this Site’s content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from this Site.



### **13. California Waiver.**

If you are a California resident, you waive California Civil Code 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

### **14. New Jersey Waiver.**

IF YOU ARE ACCESSING THE SITE FROM NEW JERSEY, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE SITE; AND (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE US , AND OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SITE, SITE CONTENT, ANY SERVICE OR ANY PRODUCTS; AND (IV) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST US FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON OUR PART AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

### **15. TERMINATION**

AML RightSource may cancel, suspend or block your use of the Site without notice if there has been a violation of these Terms of Use or our Privacy Policy. YOU AGREE THAT AML RIGHTSOURCE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE. Any limitations on liability that favor AML RightSource will survive the expiration or termination of these Terms of Use for any reason.

### **16. CHANGES TO THIS AGREEMENT**

We reserve the right to change, amend and/or modify this Agreement, in whole or in part, at any time with or without notice. You hereby acknowledge and agree that such changes, amendments and/or modifications will become effective when posted on the Site or as otherwise provided by us. From time to time, we may post on the Site or otherwise notify you of additional or different rules and policies relating to the Site. These rules and policies shall thereafter be part of this Agreement. If you use the Site after the posting or other notice of changes in this Agreement or changed rules or policies, you are agreeing to follow and be bound by them for such use.

## **17. OTHER TERMS**

AML RightSource's failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then 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 these Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.