



BY REGISTERING WITH REGSYSINC.COM AND USING THE WEBSITE AT WWW.REGSYSINC.COM, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT

Welcome to the Registration Systems, Inc. ("**Regsys**") web site, www.regsysinc.com (the "**Site**"). Regsys provides services through its websites, programs and computer servers, including but not limited to program and event registration and payment services (all such services are referred to collectively herein as the "**Services**"). The Site provides you or, in the case that you represent a business, that business (collectively "**You**", "**Your**", or "**Yourself**") with access to the Services. These Terms of Use (this "**Agreement**"), and the RegSys Privacy Policy found at <http://www.regsysinc.com/biz-docs/rsi-privacy-policy.pdf>, apply to Your use of the Site and Services. Carefully read the terms of this Agreement.

By accessing the Site or otherwise using the Services, You acknowledge that You have read and agree to be bound by this Agreement. If You do not agree with any of the terms of this Agreement, You do not have permission to access the Site or use the Services.

In addition, You may also be asked to enter into additional agreements before being permitted to access certain of the Services ("Additional Agreements"). The Additional Agreements are made a part of this Agreement and will govern Your use of the Services covered by the Additional Agreements. In the event of a conflict between the terms of this Agreement and Additional Agreements, the terms of the Additional Agreements shall govern.

RegSys reserves the right, in its sole discretion, to modify this Agreement at any time by posting a modified version of this Agreement to the Site. You agree to be bound by the modified Agreement through Your continued access to the Site and/or use of the Services.

1) **Registration.** In order to access any Services, You will be asked to submit certain information about Yourself to RegSys ("Registration Information"). You represent and warrant that all Registration Information You have provided is true, correct, accurate, and complete as of the date of its submission to RegSys.

2) **Email Communication.** You must provide RegSys with Your electronic mail ("Email") address when registering to access any Service. RegSys may use Your Email address, when necessary, in order to communicate with You regarding the administration of the Site. Occasionally, You may receive newsletters and updates with information that we deem to be of interest to the members of RegSys.com. If You do not want to receive newsletters and updates, You may opt out of those Services (i) during the registration process, or (ii) by clicking on the "unsubscribe" link on newsletters and updates.

3) Use of the Site and the Services - Permissions and Restrictions. You may access and use the Site and the Services only for lawful purposes and solely in accordance with the terms of this Agreement. RegSys reserves the right to discontinue any aspect of the RegSys Site or Services at any time and without notice. All rights not expressly granted to You under this Agreement are reserved by RegSys and its licensors. You will not:

- license, sublicense, rent, lease, loan, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Site or Services; or
- modify or make derivative works based upon the Site or Services; or
- reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of the Site or Services, or authorize any third party to do any of the foregoing; or
- access or make use of the Services and Site by scripts or automated services; or
- impersonate any person or use a name that You are not authorized to use; or
- compromise violate or impair system or network security or operation.

4) Injunctive Relief. You specifically recognize that any breach of Section 3 will cause irreparable injury to RegSys and that actual damages may be difficult to ascertain, and in any event, may be inadequate. Accordingly (and without limiting the availability of legal or equitable, including injunctive, remedies under any other provisions of this Agreement), You agree that in the event of any such breach, RegSys shall be entitled to injunctive relief in addition to such other legal and equitable remedies that may be available.

5) Ownership of Intellectual Property. RegSys and its licensors own all rights, title and interest in and to the Site and Services, including, without limitation, any Results (defined below) and any Intellectual Property Rights therein and/or related thereto ("Intellectual Property"). "Intellectual Property Rights" means all worldwide patents, patent applications, copyrights, trade secrets, trademarks, common law trademarks, service marks, trade names and any other intellectual property, proprietary, and database protection rights and licenses, together with all registrations and pending applications to register any such rights, including the RegSys name and logo . No right or license is granted to You herein to use any Intellectual Property owned by RegSys.

Certain items of independent, third-party code may be included in the Site that are subject to open source licenses ("Open Source Software"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede the terms and conditions of any applicable license for such Open Source Software.

6) Data Collection. RegSys will have the right to utilize data capture, analysis tools, and other similar tools, to review, extract, compile, synthesize, and analyze queries entered by You as well as any non-personally identifiable data or information resulting from Your use of the Services ("Results"). To the extent that any Results are collected by RegSys, such

Results will be solely owned by RegSys and may be used by RegSys for any lawful business purpose without a duty of accounting to You, provided that the Results are used only in an aggregated form, without specifically identifying the source of the Results.

7) **Representations and Warranties.** You represent, warrant and covenant for the benefit of RegSys that: (1) You have the legal right and authority to enter into this Agreement, and, if You are accepting this Agreement on behalf of a company or other business entity, that you are duly authorized to bind the company or business entity to the terms of this Agreement; (2) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable Additional Agreement; (3) all information You provide to RegSys in connection with this Agreement and Your access to the Site and use of the Services is true, correct, accurate, and complete as of the date of its submission to RegSys; (4) You are at least thirteen (13) years of age.

8) **Indemnification.** In addition to any injunctive relief, You agree to pay and indemnify, defend, and hold harmless RegSys and each of its respective members, managers, employees, officers, directors, contractors, subcontractors, agents and affiliates ("Indemnified Parties"), from any and all actual damages, claims, demands, losses, actions or causes of action, regulatory or judicial proceedings or investigations, levies, fines, losses, penalties, liabilities, fees, expenses and costs (each a "Claim", and collectively, "Claims") including, without limitation, attorneys', accountants', investigators' and experts' fees, costs, and expenses sustained or incurred in connection with the defense or investigation of any such Claim, and any settlement amounts, which result against any Indemnified Party arising from: (a) Your accessing the Site or use of the Services, including any materials disseminated or transmitted by You and/or Your Registrants; (b) Your breach of any term of this Agreement; or (c) Your negligence or intentional misconduct hereunder. RegSys will provide You with notice of any such claim or allegation, and RegSys will have the right to participate in the defense of any such claim at its expense.

9) **DISCLAIMER.** THE PARTIES ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES WHATSOEVER. YOU RECOGNIZE THAT THE CURRENT STATE OF TECHNOLOGY DOES NOT ALLOW FOR ERROR-FREE ACCESS TO THE SITE AND USE OF THE SERVICES, AND INTERRUPTIONS, CRASHES AND DOWNTIME MAY OCCUR FROM TIME TO TIME. REGSYS DOES NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICES WILL MEET CUSTOMERS' REQUIREMENTS OR EXPECTATIONS; OR (C) ANY RESULTS GENERATED BY USING THE SERVICES WILL BE ACCURATE, UP-TO-DATE, COMPLETE, OR RELIABLE. REGSYS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO ORAL OR WRITTEN INFORMATION GIVEN BY REGSYS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. YOU AGREE THAT

YOUR ACCESS TO THE SITE AND THE INFORMATION THEREON IS AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY OR DAMAGE YOU INCUR THROUGH ACCESS TO THE SITE OR USE OF THE SERVICES.

10) **LIMITATION OF LIABILITY.** YOU AGREE THAT IN UNDER NO CIRCUMSTANCES WILL REGSYS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR OTHER DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF, OR RELATED TO OR IN CONNECTION WITH THE SITE, THE INFORMATION THEREON, OR THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE SITE, EVEN IF REGSYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE.

YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SERVICES PROVIDED BY REGSYS SHALL BE TO DISCONTINUE YOUR USE OR ACCESS OF THE WEBSITE OR SERVICES.

11) **Privacy Policy.** RegSys's privacy policy, a copy of which is available at <http://www.regsysinc.com/biz-docs/rsi-privacy-policy.pdf>, is incorporated in this Agreement by reference. By accepting this Agreement, You expressly consent to the use and disclosure of Your personally identifiable and other information as described in the Privacy Policy.

12) **Linked Sites.** The Site may contain links to third party sites that are not under the control of RegSys, and RegSys is not responsible for any content on any linked site. If You access a third party site from the Site, then You do so at Your own risk. RegSys provides links only as a convenience and the inclusion of the link does not imply that RegSys endorses or accepts any responsibility for the content on those third party sites. RegSys welcomes links to the Site. You may establish a link to this Site, provided that the link does not state or imply any sponsorship or endorsement of Your site by RegSys or any group or individual affiliated with RegSys. You may not use on Your site any content or trademarks appearing on the Site in establishing the link. You may not frame or otherwise incorporate into another site the content or other materials on the Site without prior written consent.

13) **Notices.** All notices by You under this Agreement must be delivered in writing by courier, by electronic facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to Registration Systems, Inc. at 1202N 75th Street, Suite #201, Downers Grove, IL 60561. Such notice will be effective upon receipt or three business days after being deposited in the mail, whichever occurs sooner. RegSys may deliver a notice to You in writing or by sending notice to the Email address you provided to RegSys.

14) Term, Termination.

This Agreement shall be effective for as long as You use or access the Site or the Services. Sections 3, 4, 5, 6, 7, 8, 9, 11, 11 and 15 shall survive termination or expiration of this Agreement indefinitely.

RegSys may terminate Your access without cause, at any time and without notice to You.

The termination of Your program membership shall terminate Your access to any Services for which registration is required. Neither RegSys nor any affiliate of RegSys shall be liable to You or to any third party for termination of Your program membership for any reason. If Your program membership is terminated for the reasons set forth in this Section, You SHALL NOT receive any refund of any fee paid for Your program membership.

15) General Provisions. This Agreement is the complete and exclusive statement of the Agreement between RegSys and You regarding the Services and supersedes any other agreement or proposal, oral or written (including information on the Site), and any other communications between RegSys and You. This Agreement will be governed by the laws of the State of Illinois without regard to conflicts of law principles. All disputes arising under this Agreement must be brought in the state circuit court of DuPage County, Illinois. Each party irrevocably hereby consents to the jurisdiction and venue of any such court in any such action or proceeding. There are no other third party beneficiaries under this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. You may not assign, delegate or otherwise transfer this Agreement or any of Your rights or obligations under this Agreement without the prior written consent of RegSys. Any such assignment, delegation or transfer in violation of the foregoing will be null and void.