

Terms of Use

Ownership of Site; Agreement to Terms of Use

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Eligo reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site, following the posting of changes, will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Eligo grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

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All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled, or licensed by or to Eligo, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

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Your Use of the Site

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Eligo reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Eligo server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Eligo, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Eligo's systems or networks, or any systems or networks connected to the Site or to Eligo.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Eligo on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Eligo or others.

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Eligo reserves the right to, at any time, without notice, modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason, modify or change the Site, or any portion of the Site, and any applicable policies or terms, and interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Eligo be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Eligo has been advised of the possibility of such damages.

Indemnity

You agree to indemnify and hold Eligo, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Eligo by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

Eligo may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Eligo's rights or property, or the rights or property of visitors to or users of the Site. Eligo reserves the right at all times to disclose any information that Eligo deems necessary to comply with any applicable law, regulation, legal process or governmental request. Eligo also may disclose your information when Eligo determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Eligo may preserve any transmittal or communication by you with Eligo through the Site and may also disclose such data if required to do so by law or if Eligo determines that such preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms of Use, respond to claims that any such data violates the rights of others, or protect the rights, property or personal safety of Eligo, its employees, users of or visitors to the Site, and the public.

You agree that Eligo may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Eligo, for which monetary damages would be inadequate, and you consent to Eligo obtaining any injunctive or equitable relief that Eligo deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Eligo may have at law or in equity.

You agree that Eligo may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) requests by law enforcement or other government agencies, a request by you (self-initiated account deletions), discontinuance or material modification of the Site or any service offered on or through the Site, or unexpected technical issues or problems.

If Eligo does take any legal action against you as a result of your violation of these Terms of Use, Eligo will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Eligo. You agree that Eligo will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Delaware without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Delaware, and waive any objection to such jurisdiction or venue. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Eligo and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If the dispute can not be resolved, both parties agree to mandatory binding arbitration in Illinois.

Enforceability of Terms of Use

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Eligo with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Eligo with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Eligo, Eligo will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Eligo's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Eligo of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Eligo and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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