

## **Terms & Conditions**

### **1. Terms**

This Terms of Use Agreement (“Terms of Use” or “Agreement”) is between you (“You” or “Your”) and Strategic Intelligence Solutions LLC (“Strategic Intelligence Solutions” or “Company”). In consideration of the right to access and use the Company’s website [www.SISglobalsecurity.com](http://www.SISglobalsecurity.com) (“Website”), and the information offered on and through the Website, you acknowledge that you have read these Terms of Use, understand them, and agree to be bound by their terms and conditions. You also hereby acknowledge that you have read and understand the Privacy Policy and consent to Strategic Intelligence Solutions’ use of your Personal Data set out therein. If you do not agree to these Terms of Use or the Privacy Policy, you should not use this Website.

### **2. Nature of Agreement**

These Terms of Use will take effect when you first commence using the Website. Company reserves the right at any time and for any reason to deny you access to the Website or any portion thereof, or change, suspend or discontinue any aspect of the Website at any time. Company may also impose limits on certain features and services or restrict Your access to parts or all of the Website without notice or liability. Termination will be effective without notice.

Please note that Company reserves the right to change the terms and conditions of these Terms of Use upon notice, which may be given by Company posting such change on the Website, by e-mail, or any other reasonable way. If a change is notified by a posting on the Website, it shall be deemed to take effect when posted; if a change is notified by e-mail, it shall be deemed to take effect when the e-mail is sent; and if a modification is notified in any other way, it shall be deemed to take effect when the relevant notice is sent or issued by or on behalf of Company. Your continued use of the Website following notice of such modifications will be conclusively deemed acceptance of any changes to these Terms of Use. You agree that notice of changes to these Terms of Use on the Website, delivered by email, or provided in any other reasonable way constitutes reasonable and sufficient notice. Company has the right, but not the obligation, to monitor the use of the Website and its content.

### **3. Grant of License**

These Terms of Use provide you with a personal, revocable, non-exclusive, non-transferable license to use the Website conditioned on your continued compliance with the terms and conditions of these Terms of Use. You may, on an occasional and irregular basis, print and download materials and information on the Website solely for personal and non-commercial use, or, only to the extent permitted by an Other Agreement (defined below), for internal business use, provided that you do not obscure, alter, remove or delete any copyright or other proprietary notices contained in such materials and information.

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

#### **4. Use License**

- a. Permission is granted to temporarily download one copy of the materials (information or software) on Strategic Intelligence Solutions web site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
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  - ii. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
  - iii. attempt to decompile or reverse engineer any software contained on Strategic Intelligence Solutions' web site;
  - iv. remove any copyright or other proprietary notations from the materials; or
  - v. transfer the materials to another person or "mirror" the materials on any other server.
- b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Strategic Intelligence Solutions at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

#### **5. Intellectual Property Rights**

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## **6. Password Policy**

Your use of certain portions of the Website requires a password. As part of the registration process, you must select a user name and password and provide **Strategic Intelligence Solutions** with accurate, complete and up-to-date information. Anyone with knowledge of your password can gain access to the restricted portions of the Website and the information available to you. Accordingly, you must keep your password secret. By agreeing to these Terms of Use, you agree to be solely responsible for the confidentiality and use of your respective password and user ID's, as well as for any communications entered through the Website using your password or user ID's. You will also immediately notify **Strategic Intelligence Solutions** if you become aware of any loss or theft of your password and/or user ID's or any unauthorized use thereof. Strategic Intelligence Solutions reserves the right to delete or change a password or user ID at any time and for any reason.

## **7. Unauthorized Use**

Actual or attempted unauthorized use of the Website may result in criminal and/or civil prosecution. For your protection, Company reserves the right to view, monitor, and record activity on the Website without notice or further permission from you, to the fullest extent permitted by applicable law. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on the Website. Company will also comply with all court orders involving requests for such information.

## **8. Limitations**

In no event shall Strategic Intelligence Solutions LLC or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Strategic Intelligence Solutions Internet site, even if Strategic Intelligence Solutions or a Strategic Intelligence Solutions authorized representative has been notified orally or in writing of the possibility of such damage. Because

some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## **9. Revisions and Errata**

The materials appearing on Strategic Intelligence Solutions web site could include technical, typographical, or photographic errors. Strategic Intelligence Solutions does not warrant that any of the materials on its web site are accurate, complete, or current. Strategic Intelligence Solutions may make changes to the materials contained on its web site at any time without notice. Strategic Intelligence Solutions does not, however, make any commitment to update the materials.

## **10. Privacy**

Use of the Website is subject to the terms of the Strategic Intelligence Solutions Privacy Policy which is incorporated by reference as if set forth fully herein. By using the Website, you consent to Company's collection and use of personal data as outlined therein.

## **11. Idea Submission Policy and Your Communications to Company**

Except as otherwise provided under our Privacy Policy concerning personally identifiable information, if you forward or transmit to Company through the Website, by electronic mail or otherwise, any suggestions or material, including any questions or answers, ideas, comments, suggestions, or the like (together, "Submissions"), such Submissions will be treated as non-confidential and non-proprietary. Furthermore, any Submissions will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display (in whole or in part) worldwide, or act on such Submissions without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Submissions. You hereby waive any claim to the contrary.

## **12. Restrictions and Covenants**

With the exception of the license granted in Section 2 and except as otherwise expressly permitted herein, you may not modify, create derivatives of, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, mirror, frame, "deep link", "scrape", data mine, or otherwise use any information or material obtained from or through the Website, or link to the Website in any manner that would bypass the Website's home page. Further, you may not post any content from the Website to forums, newsgroups, list serves, mailing lists, electronic bulletin boards, or other websites, without the prior written consent of Company.

You represent and warrant to Company that you will not use the Website for any purpose that is

unlawful or prohibited by these Terms of Use, including but not limited to attempting or actually (i) disrupting, impairing or interfering with the Website, (ii) collecting any information about other users of the Website, including passwords, accounts or other information, (iii) systematically extracting data contained in the Website to populate databases for internal or external business use; (iv) violating or infringing the rights of third parties, or (v) uploading any files that contain any viruses, worms, or other components that are intended to cause damage or expropriate any system, data or personal information.

### **13. Assumption of Risk; Your Acknowledgments**

You acknowledge and agree that You use the Internet solely at your own risk and subject to all applicable local, state, national, and international laws and regulations. While Company has endeavored to create a secure and reliable website, please be advised that the confidentiality of any communication or material transmitted to/from a Website over the Internet cannot be guaranteed. Accordingly, Company and Company's licensors and suppliers are not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Website, or for the consequences of any reliance on such information. Company and Company's licensors and suppliers shall have no liability for interruptions or omissions in Internet, network or hosting services. You assume the sole and complete risk of using the Website. You acknowledge that transmissions to and from this Website may be read or intercepted by third parties.

You expressly absolve and release Company and Company's licensors and suppliers from any claim of harm resulting from a cause beyond their control, including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorism or governmental restrictions.

### **14. Links**

Strategic Intelligence Solutions has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Strategic Intelligence Solutions of the site. Use of any such linked web site is at the user's own risk.

Strategic Intelligence Solutions (SIS) DBA SIS global Security provides links to non-government, government and private websites as a public service only. SIS/SIS Global Security neither endorses nor guarantees in any way the external organizations, services, advice, or products included in these website links.

### **15. Third-party Links**

In an attempt to provide increased value to our visitors, this Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the "External Sites"). However, even if the third party is affiliated with Strategic Intelligence Solutions, Strategic Intelligence Solutions has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Strategic Intelligence Solutions. Strategic Intelligence Solutions has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of such web sites. These linked sites are only for your convenience and therefore you access them at your own risk. Links do not imply that Strategic Intelligence Solutions sponsors, endorses, is affiliated with or associated with, or has been legally authorized to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such External Sites. Nonetheless, Strategic Intelligence Solutions seeks to protect the integrity of its Site and the links placed upon it and therefore requests any feedback on not only its own Site, but for sites it links to as well (including if a specific link does not work). You should contact the Site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

#### **16. Site Terms of Use Modifications**

Strategic Intelligence Solutions may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

#### **17. Children's Privacy and Parental Controls**

We do not solicit any personal information from children. If you are not 18 or older, you are not authorized to use the site. Parents should be aware that there are parental control tools available

#### **18. Compliance with Privacy and Information Security Requirements**

(a) Strategic Intelligence Solutions LLC is compliant with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information including, without limitation, the European Union Directives governing general data protection (Directive 1995/46/EC), electronic commerce (Directive 2002/58/EC), and data retention (Directive 2006/24/EC); the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA) and relevant provincial laws; the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. § § 6801-6827, and all regulations implementing GLBA; the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., as amended by the Fair and

Accurate Credit Transactions Act (“FACTA”), and all regulations implementing the FCRA and FACTA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM); security breach notification laws (such as Cal. Civ. Code §§ 1798.29, 1798.82 - 1798.84); laws imposing minimum security requirements (such as Cal. Civ. Code § 1798.81.5 and 201 Mass. Code Reg. 17.00); laws requiring the secure disposal of records containing certain Personal Information (such as N.Y. Gen. Bus. Law § 399-H); and all other similar international, federal, state, provincial, and local requirements; (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (iii) applicable provisions of Strategic Intelligence Solutions written requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality and security of Personal Information or applicable privacy policies, statements or notices that are provided to Service Provider in writing (collectively, “Privacy Laws”).

## **19. Governing Law**

Any claim relating to Strategic Intelligence Solutions web site shall be governed by the laws of the State of Florida, State of Maryland without regard to its conflict of law provisions.

General Terms and Conditions applicable to Use of a Web Site.

## **20. User Participation**

Strategic Intelligence Solutions does not and cannot review all communications and materials posted to or created by users accessing the Site and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user generated content on the Site, Strategic Intelligence Solutions is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Site. However, Strategic Intelligence Solutions reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) violates any law or regulation or (e) offensive or otherwise unacceptable to Strategic Intelligence Solutions at its sole discretion. Note that any personally identifiable information you may post or transmit will be treated by Strategic Intelligence Solutions in accordance with Strategic Intelligence Solutions Privacy Statement.

## **21. User submissions**

Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Statement, any material, information or other communication you

transmit, upload or post to this Site ("Communications") will be considered non-confidential and non-proprietary. Strategic Intelligence Solutions will have no obligations with respect to the Communications. Strategic Intelligence Solutions and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or noncommercial purposes.

## **22. Disclaimer of Warranty**

Strategic Intelligence Solutions makes no warranties or representations about the accuracy or completeness of this Site's content or the content of any site or External Sites. This site and the materials, information, services, and products in this site, including, without limitation, text, graphics, and links, are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, major police supply disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, non-infringement, freedom from computer virus, and warranties arising from course of dealing or course of performance. Strategic Intelligence Solutions does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Strategic Intelligence Solutions does not make any warranties or representations regarding the use of the materials in this site in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. The above limitations may not apply to you.

## **23. Limitation of liability**

In no event shall Strategic Intelligence Solutions be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential, damages, or any damages whatsoever, even if major police supply has been previously advised of the possibility of such damages, whether in an action under contract, negligence, or any other theory, arising out of or in connection with the use, inability to use, or performance of the information, services, products, and materials available from this site. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

## **24. Indemnification**

You agree to indemnify, defend, and hold harmless Strategic Intelligence Solutions, its owners, employees, agents, licensors and suppliers (collectively the "Provider") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your Internet account (including



negligent or wrongful conduct), by you or any other person accessing the Site using your Internet account.

## **25. Other Agreements**

Your rights to use certain material available on or through the Website may be subject to separate written agreements with Company ("Other Agreements"). Particular pages or features of the Website with content supplied by Company or its licensors may have different or additional terms ("Special Terms"), which will be disclosed to you when you access those pages or features, and by accessing or using such pages and features, you will be deemed to have agreed to the applicable Special Terms. If there is a conflict between these Terms of Use and the Special Terms, the Special Terms will govern with respect to such pages or features or content. In the event of a conflict between these Terms of Use and one or more Other Agreements, the terms of such Other Agreement(s) shall govern and control.

## **26. Miscellaneous**

With the exception of any Special Terms and Other Agreements, these Terms of Use and the Privacy Policy represent the entire agreement between you and Company with respect to your use of and material available on or through the Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to the Website. Any rights not expressly granted herein are reserved. You may not assign this Agreement. If any provision this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms of Use or your use of the Website. Failure to insist on strict performance of any of the terms and conditions of these Terms of Use will not operate as a waiver of any subsequent default or failure of performance.

By using this Website, you acknowledge that you have read these Terms of Use, understand them, and agree to be bound by their terms and conditions. You also hereby acknowledge that you have read and understand the Privacy Policy and consent to Company's use of your Personal Data set out therein.

## **27. Notices / Contact Information**

Except as explicitly stated otherwise, any legal notices shall be given by e-mail to [legal@SISglobalsecurity.com](mailto:legal@SISglobalsecurity.com) (in the case of Company) or to the e-mail address You provided to Company during Your use of the Website, or such other address as either party may specify. Notice shall be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid.

If you would like to contact Strategic Intelligence Solutions regarding these Terms of Use or the Privacy Policy, please send an email to [legal@SISglobalsecurity.com](mailto:legal@SISglobalsecurity.com) and put "Terms of Use" or "Privacy Policy" in your subject heading, as applicable.