



## WEBSITE TERMS OF USE

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# Acceptance of Optm's Terms of Use

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Welcome to [www.optm.com](http://www.optm.com) (together with any related websites, the “Website”), which is owned and operated by Optm, Inc. (“Optm”). These Terms of Use, including the incorporated by reference Privacy Policy, (collectively, the “Terms”) govern your use of the Website.

Please read the Terms carefully before you start to use the Website. By using the Website, you acknowledge that you have read, understood, and agree to be bound and abide by the Terms. If you do not agree to the Terms, you must not access or use the Website. You represent to Optm that you are lawfully able to enter into contracts. If you are using the Website on behalf of a corporation or other entity, you represent that you have authority to bind such entity and acknowledge and agree that “you” or “your” as used herein shall include both you personally and the entity you represent.

## Changes to the Terms of Use

Optm reserves the right, in its sole discretion, to modify, alter or otherwise update the Terms of Use at any time. All changes are effective immediately when posted and apply to all access and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check the Terms of Use frequently in the event that you continue to access the Website.

## Optm Services

For the avoidance of doubt, these Terms of Use govern your access to and use of the Website only, and do not govern the use of any Optm solution or service (collectively, “Service”). Any Service, which may only be accessed or used on a subscription basis, is governed only by the applicable terms of the Service.

## Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, scripts, text, displays, images, logos, video, audio, and the design, selection, and arrangement thereof) are owned by Optm, its licensors, or other providers of such material and are protected by Canadian, United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Optm and its licensors.

These Terms permit you to use the Website for your personal, non-commercial use and your consideration of Optm's offerings. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website without Optm's express written consent. You must also not remove or alter any notice of copyright or other proprietary legends. Notwithstanding the foregoing, you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and your consideration of Optm's offerings and not for further reproduction, publication, or distribution. If Optm provides a desktop, mobile, or other application or file for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use and your consideration of Optm's offerings.

Trademarks, logos and service marks ("Marks") displayed on the Website are the property of Optm, its affiliates, or its licensors. Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks without Optm's written permission.

Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes. Optm and/or its licensors may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations.

## Copyright Policy

For good faith allegations of copyright infringement, please send a notice of claimed infringement to Optm, Inc. at 433 Plaza Real, Suite 275, Boca Raton, FL 33432 or by e-mail to [legal\[at\]optm.com](mailto:legal[at]optm.com). To be effective, the notification must include the following:

1. Identification of the copyrighted work(s) claimed to have been infringed;
2. Identification of the claimed infringing material and information reasonably sufficient to permit Optm to locate the material;
3. Your address, telephone number, and email address;
4. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. a physical or electronic signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest.

## Website Content and Changes

Optm may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and Optm is under no obligation to update such material.

A product, service or solution may not be available at all times or in all regions. Please consult with an Optm representative to determine availability.

Optm may also disable any social media features and any links at any time without notice in Optm's sole discretion.

## Prohibited Actions

You may use the Website only for lawful purposes and in accordance with these Terms. Without limiting the generality of the foregoing, you must not engage in, or perform, directly or indirectly, any of the following activities:

- Make available, distribute, display, post, disseminate, publish, republish, retransmit, communicate to the public, or broadcast the Website or its content.
- Create a derivative work, modify, translate, select, arrange, merge, compile or otherwise combine with other data or content or frame from or on another website the Website or its content.
- Sell, license, sublicense or engage in any other commercial transaction relating to the Website or its content.
- Use the Website in any manner that could disable, overburden, damage, or impair it or interfere with any other party's use of the Website.
- 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 Website.
- Decompile, disassemble, reverse engineer or other exploitation of the Website, its architecture or the underlying software or code.
- Attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website, by hacking or password "mining".
- Otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Website or otherwise attempt to interfere with the proper working of the Website.

## Third Party Websites

The Website may contain links to third-party websites and resources, including without limitation, links to social media sites. Access to any other website or resources is at your own risk and Optm is

not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on other websites and resources. Optm provides these links merely as a convenience and the inclusion of such links does not imply an endorsement, recommendation, or approval. The content, accuracy, opinions expressed, and other links provided by third-party websites and resources are not investigated, verified, monitored, or endorsed by Optm. If you decide to visit, or transact business at any third-party website, you do so at your own risk, and it is your responsibility to take all protective measures. Third-party sites are not controlled by Optm and will have different terms of use and privacy policies.

## **Linking to the Website**

No link shall be made to any page of this Website, except a direct link to the top page [www.optm.com](http://www.optm.com) without framing. The link must be done in a way that is fair and legal and does not damage Optm's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on Optm's part without its express written consent. Moreover, if Optm deems your linking practices in relation to the Website to be inappropriate, Optm may provide notice to you concerning removal or modification of the inappropriate link and your compliance with any and all requirements of Optm relating thereto.

## **Employment Opportunities & Form Submissions**

Optm may, from time to time, post employment opportunities on the Website and/or invite users to submit resumes to Optm. If you choose to submit your name, contact information, resume and/or other personal information to Optm in response to such employment listings, you are authorizing Optm to use this information for all lawful and legitimate hiring and employment purposes.

Optm's Website includes forms that allow users to submit inquiries to Optm. If you choose to submit your name, contact information and/or other personal information to Optm in such forms, you are authorizing Optm to use this information for all lawful and legitimate business purposes.

## **Disclaimer of Warranties; Limitation of Liability**

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, ITS CONTENT AND ANY ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER OPTM NOR ANYONE ASSOCIATED WITH OPTM REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY ITEMS

OBTAINED THROUGH THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. UNDER NO CIRCUMSTANCES SHALL OPTM BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM YOUR USE OF THE WEBSITE.

The provisions, exclusions and limitation of liability in the Terms are intended to be only as broad and inclusive as is permitted by applicable law. Optm reserves all rights, defenses and permissible limitations under applicable law.

## Indemnification

You agree to defend, indemnify, and hold harmless Optm, 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 breach of these Terms or your use of the Website or its content.

## Governing Law and Jurisdiction

THE LAWS OF THE STATE OF CALIFORNIA WILL GOVERN THESE TERMS AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT STATE AND FEDERAL COURTS FOR SACRAMENTO COUNTY, CALIFORNIA IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON.

## Geographic Restrictions

Optm's Website is operated and controlled from the United States. Optm makes no representation that the Website or any content or materials are appropriate or available for use in other jurisdictions. If you choose to access the Website from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

## Waiver and Severability

No waiver by Optm of any provision in the Terms shall be deemed a further or continuing waiver of such provision or a waiver of any other provision and any failure of Optm to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.

If any provision of the Terms is found unenforceable, it shall not affect the validity of the remainder of the Terms, which shall remain valid and enforceable, and 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 the agreement shall continue in effect.

## Entire Agreement

You agree that the Terms constitute the complete and exclusive statement of the agreement between you and Optm and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms. You further agree that no joint venture, partnership, employment, or agency relationship exists between you and Optm because of the Terms.

## Contact Information

If you have any questions, concerns or comments about these Terms of Use, please contact us at: Optm, Inc. 433 Plaza Real, Suite 275, Boca Raton, FL 33432, or via email at [termsofuse\[at\]optm.com](mailto:termsofuse[at]optm.com).