

## Terms of Use

### *Ownership of Site; Agreement to Terms of Use*

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EnSoft reserves the right, at its sole discretion, to change, add or remove portions of these Terms of Use, at any time. It is your responsibility to periodically review these Terms of Use for changes. Your continued use of the Site after the effective date of such changes constitutes your acceptance of and agreement to the changes.

### *Content*

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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 monitor or copy 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. EnSoft 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 EnSoft 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 EnSoft, including any EnSoft account not owned by you, 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 EnSoft's systems or networks, or any systems or networks connected to the Site or to EnSoft.

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 EnSoft 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 EnSoft or others.

## *Purchases; Other Terms and Conditions*

Additional terms and conditions may apply to purchases of products or services and to specific portions or features of the Site, including promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

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## *Accounts, Passwords and Security*

You are entirely responsible for maintaining the confidentiality of your account and password, and for any and all activity that occurs under your account. You agree to notify EnSoft immediately of any unauthorized use of your account, or any other breach of security. However, you may be held liable for losses incurred by EnSoft or any other user of or visitor to the Site due to someone else using your EnSoft account.

You may not use anyone else's EnSoft account at any time without the express permission and consent of the holder of that EnSoft account. EnSoft cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

## *Privacy*

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## *Limitation of Liability*

In no event will EnSoft be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits arising out of, based on, or resulting from this agreement or your use of the Site, even if EnSoft has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract, (2) breach of warranty, (3) negligence, or (4) any other cause of action, to the extent that such exclusions and limitations are not prohibited by applicable law.

## *Indemnity*

You agree to indemnify and hold EnSoft, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, damages (actual and consequential), suits, judgments, claims or expenses (including litigation costs and attorneys' fees), made against EnSoft 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*

EnSoft 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) EnSoft's rights or property, or the rights or property of visitors to or users of the Site, including EnSoft's customers. EnSoft reserves the right at all times to disclose any information that EnSoft deems necessary to comply with any applicable law, regulation, legal process or governmental request. EnSoft also may disclose your information when EnSoft 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 EnSoft may preserve any transmittal or communication by you with EnSoft through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or EnSoft determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of EnSoft, its employees, users of or visitors to the Site, and the public.

You agree that EnSoft 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 EnSoft, for which monetary damages would be inadequate, and you consent to EnSoft obtaining any injunctive or equitable relief that EnSoft deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies EnSoft may have at law or in equity.

You agree that EnSoft may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service or product offered on or through the Site, or (4) unexpected technical issues or problems.

If EnSoft does take any legal action against you as a result of your violation of these Terms of Use, EnSoft 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 EnSoft. You agree that EnSoft 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 or any products or services purchased on the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Iowa without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Story County, Iowa, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. 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 EnSoft 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 we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## *Void Where Prohibited*

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### *Feedback and Information*

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