

BROWN SMITH WALLACE CONSULTING GROUP



VIRTUAL
TECH FAIR®

VIRTUAL TECH FAIR® USER AGREEMENT

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS APPLICABLE TO YOUR PARTICIPATION ON WHICH BROWN SMITH WALLACE CONSULTING GROUP, AND ITS SERVICE PROVIDERS OFFERS YOU ACCESS TO ATTEND OUR VIRTUAL TECH FAIR®.

Welcome

The following describes the terms and conditions applicable to your participation in the Distribution Virtual Tech Fair and use of event services. Brown Smith Wallace Consulting Group is not Responsible for Content, Information or Communication. We are a venue that permits attendees the ability to meet and communicate online for the purpose of selling, marketing, networking, educating and conducting other related activities. The information, content and communication made available through this Virtual Tech Fair is created by Virtual Tech Fair's sponsor, exhibitors, speakers, subscribers and other participants. We do not create, edit, control, review, approve, or otherwise monitor in any manner any of the content, communication and information that is created and published by the attendees at this Virtual Tech Fair.

1. Your Acceptance of the Terms of Use

A. Your Agreement By Entering. By attending, participating or just visiting this show, event, community, seminar or informational site (any of which is referred to herein as the "WebSite", and includes all video, audio, written and graphic content and functionality available through this Website), you (referred to "You" or "Your") signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) the Privacy Notice, found at <http://www.inxpo.com/privacy> and incorporated here by reference, and (3) the Community Guidelines, found at http://www.inxpo.com/community_guidelines and also incorporated here by reference. If you do not agree to any of the Terms of Service, the Privacy Notice, or the Community Guidelines (collectively, the "Terms of Use"), you are not authorized or permitted to continue to use this Website.

B. Ability to Accept Terms of Use. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms of Use, and to abide by and comply with the Terms of Use.

C. InXpo Platform. This Website is powered and operated by InXpo, Inc, on its proprietary services and computer platform (the "InXpo Platform") on behalf of the Brown Smith Wallace Consulting Group (the "Sponsor"). The InXpo Platform is used to host various trade shows, virtual communities, job fairs, seminars

and presentations for a variety of sponsors. InXpo may, in its sole discretion, modify or revise any part of the Terms of Use at any time and without notice, and by your continued use of the Website, you agree to be bound by such modifications or revisions. You are advised to periodically review the most up-to-date version of the Terms of Use by going to <http://www.inxpo.com/terms>). Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. Your Use of the Website

A. Terms Apply to All Users. These Terms of Use apply to all users of the Website, including but not limited to attendees, exhibitors, speakers, presenters, visitors, and any and all other persons who contribute video, audio, graphic or written content, information, and other materials in any form now know or later created, or services that become available through the Website (“Users”).

B. Third Party websites. The Website may contain links to third party websites that are not owned or controlled by InXpo or the Sponsor of this Website. Neither InXpo nor the Sponsor has control over, and neither assumes any responsibility for, the content, privacy policies, or practices of any third party websites. In addition, InXpo and the Sponsor will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve InXpo and any Sponsor from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. Your Registration Account

A. Creation & Use of Your Account. In order to access some features of the Website, You may have to create an account. You may never use another's User's account without permission. When creating Your account, You must provide accurate and complete information. You are solely responsible for the activity that occurs on Your account, and You must keep Your account password secure. You must notify InXpo immediately of any breach of security or unauthorized use of Your account.

B. Your Liability for Unauthorized Use. Although InXpo and Sponsor will not be liable for your losses caused by any unauthorized use of Your account, you may be liable for the losses of InXpo, Sponsor or others due to such unauthorized use, which includes, but is not limited to such unauthorized and prohibited uses as are stated below in Section 4 “General Use of the Website,” Section 5 “Your Use of Content on the Website,” and Section 6 “Your User Submissions and Conduct.” Unauthorized and prohibited uses are dealt with in the manner described in Section 7 “User Termination Policy.”

4. General Use of the Website - Permissions and Restrictions

InXpo and Sponsor hereby grant You permission to access and use the Website as set forth in these Terms of Use, provided that:

A. Modification of Content Prohibited. You agree not to modify, copy, reproduce, republish, upload, post, transmit, or distribute any portion of the Website Content (defined below), including, but not limited to User Submissions, in any form now known or hereafter developed, without the prior express written consent of InXpo and Sponsor;

B. Modification of Website Prohibited. You agree not to alter or modify any part of the Website, including, but not limited to, the InXpo Platform or any of its related technologies;

C. Unauthorized Access Prohibited. You agree not to access any Content through any technology or any means other than through the Website itself, unless explicitly authorized to access the content through such means as Sponsor or InXpo may designate;

D. Interference With Security Features Prohibited. You agree not to circumvent, modify, decompile, reverse engineer, disable, override or otherwise interfere with security-related features of the InXpo Platform or features that prevent or restrict use or copying of any Content or enforce limitations on use of the InXpo Platform or the Content therein.

E. Launch of Any Automated System Prohibited. You agree not to use or launch any automated system, including, but not limited to, "robots," "spiders," or "offline readers," that access the Website in a manner that sends more request messages to the InXpo Platform in a given period of time than a human can reasonably produce in the same period of time by using a conventional on-line web browser, Unless You are expressly authorized to use such automated system by the Sponsor;

F. Certain Collections of Data is Prohibited. You agree not to collect or harvest any personally identifiable information, including account names, from the Website;

G. Prohibited Materials. You agree not to transmit material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;

H. Commercial Solicitation Prohibited. You agree not to use the communication systems provided by the Website (e.g. comments, or E-mail) for any commercial solicitation purposes, unless such use is expressly authorized by the Sponsor. In addition, You agree not to solicit, for commercial purposes, any other Users of the Website;

I. Certain Communications Will Not be Tolerated. You agree not to make sexually explicit or sexually, racially, culturally, ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive statements while using the Website and also not to impersonate anyone else while using and accessing the Website; and

J. Lawful Use of Website. You agree to comply with all applicable local, national, and international laws and regulations in your use of the Website.

K. InXpo and Sponsor reserve the right to discontinue any aspect of the Website at any time and for any reason, including but not limited to, Your access to the Website.

5. Your Use of Content on the Site

The Content on the Website, is the property of InXpo, Inc. or the Sponsor and is protected by domestic and international copyright and trademark laws. In addition to the general permissions and restrictions above, the following restrictions and conditions apply specifically to your use of Content on the Website, You may access Content only as permitted under this Agreement:

A. Content Ownership. The content on the Website, including, but not limited to, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, User Submissions, and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Sponsor and/or InXpo, and are subject to domestic and international copyright, trademark law as well as all other intellectual property rights under the law;

B. Prohibited Use of Content. Content and/or Marks may not be downloaded, copied, performed, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, made available, or otherwise exploited for any other purposes whatsoever, and in any other form now known or hereafter developed, without the prior written consent of the respective owners (“Prohibited Uses”);

C. Prohibited Commercial Use. In addition to the above, You agree not to engage in any of the Prohibited Uses for any commercial purposes.

D. Website Content is Provided “As Is.” Content on the Website is provided to You AS IS, and for Your information and personal use only. InXpo and Sponsor make no warranties or representations to the truth, accuracy, quality, suitability or reliability of the Content. You understand that when using the Website, You will be exposed to User Submissions from a variety of sources, and that InXpo and Sponsor are not responsible for the accuracy, quality, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against InXpo and Sponsor with respect thereto, and agree to indemnify and hold InXpo, Sponsor, and their respective owners, officers, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

E. No Endorsement of Content. You acknowledge that neither InXpo or Sponsor in any way endorse, sanction or approve of any statements or other Content in User Submissions (defined below).

F. All rights not expressly granted herein to use the Website and Content are reserved to InXpo and/or Sponsor.

6. Your User Submissions and Conduct

A. User Submissions & Confidentiality. As a User, You may be able to submit video, graphics, audio, textual content and/or User comments (collectively referred to as "User Submissions"). You acknowledge that, whether or not such User Submissions are published on the Website, neither Sponsor nor InXpo guarantee any confidentiality with respect to any User Submissions.

B. Liability for Your User Submissions. You are solely responsible and liable for any Content contained in User Submissions communications and submissions (and the consequences of posting or publishing them) made under your name, user name, email address, password.

C. Your Ownership Warranty to InXpo and Sponsor. You affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize Sponsor and/or InXpo to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Use.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS NOT INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY

C. Prohibited Infringing User Submissions. You agree that You will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to post the material and to grant Sponsor and/or InXpo all of the license rights granted herein.

D. Prohibited Offensive User Submissions. You agree not to post Content which is sexually explicit or sexually, racially, culturally, ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive to any other User;

E. Community Guidelines. You agree that You will not, in connection with User Submissions, submit material that is contrary to the InXpo Community Guidelines, found at http://www.inxpo.com/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.

F. Ownership of Your User Submissions & License to Use Your User Submissions. For clarity, You retain all of your ownership rights in Your User Submissions. However, by submitting User Submissions to Sponsor and/or InXpo, You hereby grant Sponsor and InXpo a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Website and InXpo's and Sponsor's (and their respective successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. The above licenses granted by You in User Comments are perpetual and irrevocable.

G. Limitation of Liability for User Submissions. InXpo and Sponsor do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and InXpo and Sponsor expressly disclaims any and all liability in connection with User Submissions. InXpo and Sponsor do not permit copyright infringing activities and infringement of intellectual property rights on the Website, and InXpo and/or Sponsor will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. InXpo and Sponsor reserve the right to remove Content and User Submissions without prior notice.

7. User Termination Policy

A. Termination. InXpo and/or Sponsor, in their sole discretion, reserve the right to determine whether Content or a User Submission are appropriate, whether Content and User Submission and comply with this Terms of Use, Should InXpo and/or Sponsor determine that any Content or User Submission violate these Terms of Use, InXpo and/or Sponsor may remove such materials or terminate the access of the User responsible for such User Submissions.

B. Termination for Infringing User Submissions. InXpo and/or Sponsor reserve the right to terminate any User's access to the Website for any violation of this Terms of Use, including, but not limited to, permanently terminating access for those Users who are determined, by InXpo and/or Sponsor in their sole discretion, to be repeat infringers,

C. Termination & Removal of User and/or Offensive Content. InXpo and/or Sponsor may either terminate any User's access or remove User Submissions, at any time and without notice where those violations include, but not limited to uploading pornographic, obscene, or defamatory material, or material of excessive length.

8. Digital Millennium Copyright Act

A. Notice of Infringing Material. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent written notice. InXpo's designated Copyright Agent to receive notifications of claimed infringement is: Bonnie Page, Associate Legal Counsel 770 N Halsted, Ste. 6S Chicago, IL 60622

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, INXPO, SPONSOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. INXPO AND SPONSOR MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE INXPO PLATFORM AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. INXPO AND SPONSOR DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND INXPO AND SPONSOR WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL INXPO, SPONSOR, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY,

CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT INXPO OR SPONSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT INXPO AND SPONSOR SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by InXpo from its facilities in the United States of America. InXpo and Sponsor make no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

You agree to defend, indemnify and hold harmless InXpo, Sponsor, and their respective officers, directors, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive the Terms of Use and your use of the Website.

12. Assignment

The Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by InXpo and Sponsor without restriction.

13. General

You agree that: (i) the Website shall be deemed solely based in Illinois; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over InXpo, either specific or general, in jurisdictions other than Illinois. These Terms of Use shall be governed by the internal substantive laws of the State of Illinois, without respect to its conflict of laws principles. Any claim or dispute between you and InXpo that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Cook County, Illinois. You specifically agree and submit to the exclusive jurisdiction and venue of the Courts situated in Cook County, Illinois and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. The Terms of Use and any other legal notices published by InXpo or Sponsor on the Website shall constitute the entire agreement between you and InXpo and the Sponsor concerning the Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of the Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and InXpo's or Sponsor's failure to assert any right or provision under the Terms of Use shall not constitute a waiver of such right or provision. InXpo reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review the Terms of Use for any changes. This Agreement cannot be changed or terminated orally. Your use of the Website following any amendment of the Terms of Use will signify your assent to and acceptance of its revised terms.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.