

## Website Terms and Conditions

**Last Updated: August 27, 2018**

Welcome to [www.idxcorporation.com](http://www.idxcorporation.com) (the "Website"), owned and operated by idX Corporation (the "Company," "us", "we", or "our").

By accessing or using this Website, you are agreeing to these Terms and Conditions and our Privacy Policy (collectively, the "Terms") as in effect at the time of your use. We may update the Terms at any time, and if you keep using our Website after the Terms are updated, that will indicate your acceptance of the updated Terms. You should check back here from time to time to review the Terms currently in effect. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE WEBSITE.**

**1. Your Use of the Website.** You may not use, store, download, upload, display, publish, transmit, distribute, modify, reproduce, create derivative works of, participate in the transfer or sale of, publicly perform, or in any way exploit any of the information, software, text, images, audio clips, videos, or other content of any type (collectively, the "Website Content") or the User Content (as defined below), in whole or in part, outside of the specific usage rights granted to you by us as described in these Terms and any applicable license that you may have entered into with us. You agree to use the Website and the services only for their intended lawful purpose and in accordance with applicable laws and regulations, including all applicable copyright, trademark, and other intellectual property laws and any laws regarding the export of data or software.

You may display, copy, download, print, and use the Website Content contained on the Website for your own personal, non-commercial or educational use provided that you do not modify or delete any copyright, trademark, or other proprietary notice or disclaimers. Any Website Content that you display, copy, download, print, or use is owned by the Company and is provided to you by us under a license (and not by a transfer of title) that is non-exclusive, non-transferable, and revocable. The Website Content shall be used for informational, non-commercial or educational purposes only and shall not be for public display (either commercially or non-commercially) unless a separate license for use of the Website Content is entered into as between you and the Company.

You may not use the Website: (a) in any manner that interferes with the Company's normal operations or with the use and enjoyment of another user; (b) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (b) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with the content standards set out in these Terms; (c) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (d) to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or (e) to engage in any other conduct that may harm the Company or users of the Website or expose them to liability.

You shall not decompile, reverse engineer, copy, modify, reuse, or republish any software, object code, or source code contained on the Website. You shall not use any device or other means to harvest any information about users of the Website.

**2. Accounts.** Accounts on the Website may be made available to those over the age of 18 or the age of majority in the potential user's location, whichever is later, or legal entities (each, a "Member") who truthfully and accurately provide all required information (including a legitimate e-mail address) and obtain a unique username, password, and/or other registration information (collectively, the "Account Information"). You agree and represent that all Account Information provided by you is accurate and up-to-date. If any of your Account Information changes, you must update it. Certain programs or services or certain interactive features of the Website may require you to create an account before you are able to access them. Upon creation of an account of the Website or providing any personal information through the Website, you agree that the information can be used by us in accordance with our Privacy Policy.

You are solely responsible for maintaining the confidentiality of your Account Information, your account and password, and for restricting access to your computer, and you agree to accept sole responsibility for all activities that occur under your account or password. You may notify us at [contactidX@idXcorporation.com](mailto:contactidX@idXcorporation.com) if you become aware of any unauthorized use of your account or password. Furthermore, you are strongly advised to maintain and protect your privacy by choosing carefully what personally identifiable information you include in User Content (as defined below). We may at some time utilize e-mail to communicate with users about service-related matters; by becoming a Website Member, you are consenting to the receipt of these communications.

We reserve the right to suspend, cancel, or discontinue the Website or any feature provided on the Website in whole or in part, or with respect to any individual user at any time without providing notice and without being liable to any user. We also specifically reserve the right to, in our sole discretion, place an upper limit on the number of transmissions that you can submit or receive through the Website or the amount of storage space that you may use.

**3. Reliance on Information Posted.** We have made a conscientious effort to display and describe our products and services on the Website accurately so that you may obtain an understanding of their design and use and of the services offered. However, we are constantly improving the available information, products, and services, and, consequently, the information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. All information, including pricing and availability, may be changed or updated without notice. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**4. Posting Content.** Should the Website or any feature of it allow posting of content by users, you shall be responsible for all content that you post on or transmit through the Website (the "User

Content"). You may not post or transmit any of the following: (a) copyrighted material and trademarks that are used without the express, written consent of the owner of such copyrighted material and/or trademark; (b) advertisements, promotions, solicitations, or offers to sell any goods or services for any commercial purpose unless you have our express, written consent; (c) material that, in the sole discretion of the Company, is pornographic, sexually explicit, or obscene; (d) content that, in the sole discretion of the Company, exploits children and/or minors; (e) content that discloses or contains any personally identifiable information beyond a first name about any person who appears to be under the age of 18 or that includes private, confidential information; (f) content that, in the sole discretion of the Company, was posted for malicious, vindictive, or disruptive purposes, including libel, slander, defamation, or harassment; (g) content that, in the sole discretion of the Company, may be deemed offensive to users of the Website, including, but not necessarily limited to, blatant expressions of bigotry, prejudice, racism, hatred, or profanity; (h) content that, in the sole discretion of the Company, promotes hate or may incite or threaten violence toward groups based on religion, race, ethnicity, gender, age, disability, or sexual orientation; (i) content that, in the sole discretion of the Company, is false, inaccurate, misleading, or for fraudulent purposes; (j) content that, in the sole discretion of the Company, promotes or provides instructional information about illegal or illicit activities; (k) content that transmits or contains viruses, corrupted files, malware, spyware, or similar malicious content; or (l) content that, in the sole discretion of the Company, violates any applicable laws or regulations. By registering as a Member of the Website or using the Website, you consent to having your User Content co-mingled with advertisements and other User Content that may appear on the Website.

Based on the very nature of User Content, we do not necessarily endorse, support, sanction, encourage, verify, or agree with the User Content posted on the Website. Any information or materials placed on the Website are the views and responsibilities of the Member or user who posts the statements and do not necessarily represent the views of the Company. You agree that we are not responsible for, and shall have no liability to you with respect to, any information or materials or User Content posted by others, including defamatory, offensive, deceptive or illicit material, even material that violates these Terms.

**5. Examination of Website; Removal of Content on Website.** The Company has the exclusive right to control accessibility, hours of use, features on the Website, Website Content, User Content, and any other information found on the Website. We may examine User Content on the Website from time to time, and we maintain the absolute right (though not the obligation) in our sole discretion to remove any User Content that does not meet the standards in these Terms or that is otherwise objectionable or inaccurate in our sole and absolute discretion. We also reserve the right to immediately terminate your access to the Website without notice or opportunity to cure if you fail to abide by these Terms.

**6. Intellectual Property Rights.** You agree that the Company (or its licensor) owns any and all worldwide, registered or unregistered, intellectual property rights and interests that may reside in the Website and/or Website Content and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly permitted in these Terms, you agree that you have no right to use any of the Website Content, including, without limitation, any trademarks, service marks, or logos displayed on the Website, without the prior express written permission of the Company. Other product names or business names that are published on the Website may be the property of their respective owners.

**7. Grant of License by You to the Company.** We will not have intellectual property rights in User Content that is posted on the Website and will have no responsibility or obligation to protect or

enforce any intellectual property rights that may exist in the User Content. By posting or transmitting User Content on or through the Website, you are granting to the Company a nonexclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free license to use, store, display, publish, transmit, transfer, download, upload, distribute, reproduce, rearrange, edit, modify, or aggregate your User Content with the Website Content generated by the Company or with other User Content, create derivative works of and publicly perform that User Content for any purpose on and through each of the services provided by the Website or on other sites owned by the Company or its affiliates or partners. We will have the right, but not the obligation, to use your name, city, and state in connection with any use of your User Content. This license shall apply to the distribution and the storage of your User Content in any form, medium, or technology now known or later developed.

**8. Access and Availability.** This Website may be unavailable from time to time due to mechanical, telecommunication, software, hardware, third-party vendor, or other failures. We cannot predict or control when such downtime may occur and cannot control the duration of such downtime.

**9. Disclaimer of Warranties.** UNLESS OTHERWISE EXPRESSLY PROVIDED, ALL SERVICES OR INFORMATION AVAILABLE THROUGH THE WEBSITE, INCLUDING ANY SOFTWARE, WEBSITE CONTENT, AND ANY OTHER INFORMATION PROVIDED ON THE WEBSITE, SHALL BE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE CONDITION, ACCURACY, COMPLETENESS, RELIABILITY, ADEQUACY, FUNCTIONALITY, OR SUITABILITY OF THE SERVICES OR INFORMATION. YOUR RELIANCE ON THE SERVICES OR INFORMATION TO INCUR AN OBLIGATION OR TO MAKE A DECISION, AMONG OTHER THINGS, SHALL BE AT YOUR OWN RISK.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT OR ON ANY WEBSITE LINKED TO IT. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to our site for any reconstruction of any lost data.

ALL CONTENT IS SUBJECT TO CHANGE AND IS PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR FREE, COMPLETELY SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. Please note that some jurisdictions may not allow the exclusion of implied warranties, and consequently, some of the above exclusions may not apply to you. Without limiting the foregoing, the Company neither warrants nor represents that your use of any Website Content or User Content will not infringe the rights of any third parties, nor that the Website Content or User Content will be accurate,

complete, up-to-date, or available for your use when desired. Additionally, with reference to any discussions, postings, news, and the like that may be on the Website, we assume no responsibility or liability arising from any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law contained in any such locations on the Website. We assume no responsibility or liability for any charges incurred by a user of the Website from its internet service provider or from any mobile device provider.

**10. Limitation of Liability.** YOUR USE OF THE WEBSITE, INFORMATION PROVIDED ON THE WEBSITE, OR ANY SERVICES OFFERED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES ARISING FROM THE USE OF ANY HARDWARE OR SOFTWARE IN CONNECTION WITH THE WEBSITE OR THE LOSS OR CORRUPTION OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS, POWER SURGES, MALICIOUS INTENT OR INTRUSION BY A THIRD PARTY, VIRUSES, OR ACTIONS OF ANY USER. EACH USER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE WEBSITE FOR ITS PURPOSES, AND THE COMPANY SHALL HAVE NO LIABILITY FOR SUCH SELECTION. IN NO EVENT SHALL THE COMPANY (OR ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, SUPPLIERS, AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA), EVEN IF THE COMPANY 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, MATERIALS, WEBSITE CONTENT, AND USER CONTENT AVAILABLE FROM THIS WEBSITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Please note that some jurisdictions may not allow the exclusion of certain damages, and consequently, some of the above exclusions may not apply to you but shall be enforced to the fullest extent permitted under law.

**11. Indemnification.** You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, representatives, agents, licensors, suppliers, and affiliates from and against all losses, expenses, liabilities, damages and costs, including reasonable attorneys' fees and court costs resulting from: (a) any violation of these Terms, (b) any activity related to your account (including, but not limited to, negligent or wrongful conduct by you or any other person accessing the Website using your account or computer), and/or (c) any User Content you submit or transmit through the Website in violation of these Terms. You also agree to take sole responsibility for any royalties, fees, or other monies owed to any person by reason of any User Content you post or transmit through the Website.

**12. Links.** We may provide hyperlinks on this Website which link to other websites. If you use these links to these websites, you will leave this Website, and you do so at your own risk. We make no

warranty or representation regarding any linked websites or the information appearing on such linked websites. The links do not imply that we sponsor, endorse, are affiliated or associated with, or are legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in the linked websites. We prohibit caching, unauthorized hypertext links to this Website, or the "framing", "in-line linking", "deep linking", or "mirroring" of any Website Content available on this Website. As such, we reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the Website Content available on any other website linked to this Website. You should be aware that linked websites may contain rules and regulations, privacy policies, confidentiality policies, and other provisions that differ from the Terms of this Website. We are not responsible for such policies and expressly disclaim any and all liability related to such policies.

This Website may provide certain social media features that enable you to: (a) link from your own or certain third-party websites to certain content on this Website; (b) send e-mails or other communications with certain content, or links to certain content, on this Website; and (c) cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. We may disable all or any social media features and any links at any time without notice in our discretion.

**13. Digital Millennium Copyright Act.** The Company intends to comply with the requirements of the Digital Millennium Copyright Act (the "DMCA"). If you own a copyright or are the agent of a copyright owner, and you believe that any User Content infringes your copyrights, you may submit written notification to [contactidX@idXcorporation.com](mailto:contactidX@idXcorporation.com), including the information required for such notifications by the DMCA, including the following (or any other requirements provided in the DMCA at the time of such notification): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted works or a representative listing if multiple works are allegedly infringing on a single online site; (c) identification of the material which is claimed to be infringing and information reasonably sufficient to permit the Company to locate the material; (d) information reasonably sufficient to permit us to contact you, such as a telephone number, mailing address, or e-mail address; (e) a statement of your good faith belief that the complained of use is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the written notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you are a user whose User Content has been disabled or removed from the Website, and you believe that your User Content is not infringing or if you have been authorized by the owner of the copyright, its agent, or the law to post or transmit the content as User Content, you may send a counter-notice to [contactidX@idXcorporation.com](mailto:contactidX@idXcorporation.com), including the information required for such notifications by the DMCA, including the following (or any other requirements provided in the DMCA at the time of such notification): (a) your physical or electronic signature; (b) identification of your User Content which has been removed or to which your access has been denied and the location at which the User Content appeared before it was removed or disabled; (c) a statement of your good faith belief that the User Content was removed or disabled as a result of mistake or misidentification of the User Content; (d) your name, mailing address, telephone number, and e-mail address; and (e) a statement that you will submit to the jurisdiction of the federal courts

in the Western District of Michigan and will accept service of process from the person who provided notification to the Company of the allegedly infringing material.

If the designated contact person at the Company receives a counter-notice, it may send the counter-notice to the complaining party and inform the complaining party that the User Content will be restored or access to the User Content enabled within ten (10) business days. The Company shall have the sole discretion to replace the User Content or enable access to the User Content at any time after ten (10) business days from the time it provides such notice to the complaining party, unless the copyright owner files an action seeking a court order against the user who supplied the User Content.

**14. Information and Press Releases.** This Website contains information and press releases concerning the Company. While this information was believed to be accurate to the best of our knowledge when put on this Website, we expressly disclaim any duty or obligation to update such information or keep such information current.

**15. Law and Jurisdiction.** These Terms and your use of the Website are governed by the laws of the State of Michigan, USA, without regard to its choice of law provisions. The courts of general jurisdiction located within Kent County, Michigan, USA, will have exclusive jurisdiction over any and all disputes arising out of, relating to, or concerning these Terms and the Website or in which these Terms and/or the Website are a material fact, and you consent to personal jurisdiction of such courts.

**16. Geographic Restrictions.** The Company is based in the United States of America. We provide this Website for use only by persons located in the United States of America. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States of America. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States of America, you do so on your own initiative and are responsible for compliance with local laws.

**17. Modification; Termination.** By providing Website Content, we do not promise that the Website Content will remain available to you. By using this Website, you agree to accept and abide by these Terms. If you do not agree to accept and abide by these Terms, do not use the Website. We may revise or modify these Terms from time to time and post such revisions or modifications on this page. If these Terms are revised, the revised Terms will be posted here with the date of the most recent version posted above. Continued use of the Website after any such revision or modification constitutes your acceptance of the Terms as so revised or modified, and the revised or modified terms will completely replace any prior version of this agreement or other legal agreement regarding the same subject matter between you and us.

We may end this agreement with you at any time if you violate the terms of the agreement, if we are required to do so by law, or if we determine, in our sole discretion, that it is no longer commercially viable to continue offering you access to the Website. We will have the right to assign or transfer any rights or licenses granted by these Terms. Upon termination of this agreement, Sections 5-7, 9-11, 13, 15, 17, 18 and 20 of this agreement shall survive, as well as any other provision necessary to preserve the intent of the parties' agreement or for a reasonable interpretation of these Terms.

**18. Violations of Terms.** We reserve the right to seek all remedies available at law and in equity for violations of these Terms. Any cause of action you may have with regard to the use of this Website against us must be instituted within one (1) year after the claim or cause of action arises or be deemed forever waived and barred. If any court of competent jurisdiction finds any provision of these Terms to be unenforceable, such provision shall be enforced to the maximum extent permissible, and the remainder of these Terms shall be separately enforced.

**19. Security.** Users are prohibited from violating or attempting to violate the security of the Website, including, but not limited to: (a) gaining unauthorized access to any portion, feature, or services offered by or through the Website, or any related systems, servers, or networks connected to the Website by hacking, password "mining", or any other unauthorized means; (b) scanning or testing the vulnerability of the Website or a system, server, or network connected to the Website; (c) breaching the security or authentication measures on the Website or any network connected to the Website; (d) performing reverse look-ups or tracing any information, personal or otherwise, of any other user or the Company; (e) taking any action that unreasonably or disproportionately burdens the Website's infrastructure, related systems, servers, or networks; or (f) using any device, software, or other method to interfere or attempt to interfere with the normal performance, transactions conducted, or with any other person's use of the Website. We will investigate occurrences of possible violations and will cooperate with all applicable law-enforcement authorities in prosecuting violators.

**20. Governing Agreement.** These Terms shall govern your legal relationship with us. However, if additional terms and conditions are at any time provided with respect to a particular service or feature of the Website, those terms and conditions will control with respect to the particular service or feature to which they relate if there is a conflict between the service- or feature-specific terms and these Terms.

**21. Contact Information.** We welcome your questions or comments regarding these Terms. If you have any questions, please feel free to contact us:

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