



TERMS OF USE

ACCEPTANCE OF TERMS

By accessing or using this Site or Service in any way, including using any Services, downloading Materials or merely browsing the Site or Service, you agree to and are bound by the terms and conditions set forth in this document and in our "Privacy Policy" document, and in any changes thereto that Eaagle may publish from time to time (collectively, the "Terms of Use").

If you do not agree to all of the terms and conditions contained in the Terms of Use, do not access or use this Site or Service. You hereby acknowledge that you are 18 years age or older.

Eaagle may change the Terms of Use and other guidelines and rules posted on the Site or Service from time to time at its sole discretion. Your continued access or use of the Site or Service, or any Materials or Services, constitutes your acceptance of the changes. Your access and use of the Site or Service, Materials and Services will be subject to the most current version of the Terms of Use, rules and guidelines posted on the Site or Service at the time of such use. Please regularly check Eaagle.com to view the then-current terms. If you breach any of the Terms of Use, your authorization to access or use this Site or Service, Services and Materials automatically terminates, and any Materials downloaded or printed from the Site or Service in violation of the Terms of Use must be immediately destroyed. All rights not expressly granted herein are hereby reserved.

THE SITE / SERVICE

Eaagle make this Web site and Service with links to the Terms of Use (collectively, the "Site or Service"), and the Materials and Services, available for your access and use subject to the Terms of Use.

- "Materials" means all information, data, documents (e.g. white papers, press releases, datasheets, FAQs, etc.), communications, downloads, files, text, images, photographs, graphics, videos, webcasts, publications, content, tools, resources, software, code, programs and products made available or enabled via the Site or Service by Eaagle or users of this Site or Service.
- "Services" means all services and resources offered or enabled via the Site or Service by Eaagle and users of this Site or Service, including download areas, developer tools services, product and other information services and communications services such as bulletin boards, calendars, chat areas, communities, e-mail, forums (including lab and user to user forums), newsgroups, personal web pages, photo albums and other message or communication facilities designed to enable you to communicate with others (collectively, "Communications Venues").

All Materials provided by Eaagle are referred to collectively as "Eaagle Materials". All user-supplied Materials are referred to collectively as "User Materials". Certain Services may involve collaboration and file-sharing services among a specified group. Materials posted by users in such group in conjunction with such collaboration and file-sharing Services are referred to collectively as "Shared Content". The group of persons among which such collaboration and file sharing involving Shared Content takes place is referred to herein as the "Work Group".

All User Materials that are not Shared Content shall be referred to herein as "User Content". Eaagle Materials and User Materials may have different restrictions and conditions associated with them under the Terms of Use and other guidelines and rules posted via the Site or Service.

USE OF SITE AND SERVICES

These Terms of Use give you important obligations. You agree to the following responsibilities:

- Compliance with our Anti-Spam policy. See below.
- Lawful use of the Services only.
- Creation and maintenance of all content in the account including but not limited to content, email/SMS content, address books and current billing and contact information.
- Email/mobile phone number list and Address Book maintenance including opt-out contact information and immediate removal of opt-outs and bounces from email/mobile phone number lists and the address book.
- Payment of all agreed subscription fees.
- Full responsibility for all activity associated with your use of our Site and Services.
- Compliance with all other obligations set forth in these Terms of Use.

You shall pay all costs and charges, including phone charges and telecommunications equipment costs, that you incur in order to access or use the Site or Service, Services and Materials. You must adhere to all limitations on dissemination, usage and reproduction of any Materials that you download from the Site or Service that are subject to such limitations.

You agree to use the Services only to access, download, utilize, post, send or receive Materials in an appropriate manner as related to the particular Materials or Services being accessed or used by you. As some examples of improper activities when accessing or using the Site or Service, Services or Materials, you agree that you shall not:

- Collect, harvest, mine or engage in any other activity to obtain e-mail addresses, phone numbers, personal information or any other information about others.
- Use or attempt to gain access to or use another's account, password, Service, Materials or computer systems or networks connected to any Eaagle server or to the Site or Service without authorization from Eaagle, whether through hacking, password mining or any other means.
- Remove or falsely add to any uploaded Materials any copyright, trademark or other legal or proprietary rights notices, author attributions or other information such as origin or source of the Material.
- Access or attempt to access any Material that you are not authorized to access or Materials through any means not intentionally made available through the Site or Service or Services.
- Make available any files containing Materials where you do not own or control, or have not received the necessary licenses to, all Intellectual Property Rights, rights of privacy and publicity and all other rights in and to such Materials.
- Use any Materials in any manner that infringes any Intellectual Property Rights or other rights of any party.
- Disrupt or interfere with the security of, or otherwise cause harm to, the Site or Service, or any Services, Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through the Site or Service or any affiliated or linked sites.
- Transmit unsolicited or bulk communications to any Eaagle account holder or to any Eaagle.com or affiliated e-mail address.



- Post or otherwise submit any software, programs or files that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan horses, viruses and worms.
- Create a false identity for the purpose of misleading others.
- Download any Materials posted by another that you know, or reasonably should know, cannot be legally reproduced, distributed, performed or displayed in such manner.
- Disrupt, interfere or inhibit any other user from using and enjoying the Site or Service or other affiliated or linked sites, Materials or Services.
- Breach any guidelines or other codes of conduct applicable to a particular Service or Materials.
- Transmit through the Service or the Site any pornographic, obscene, offensive, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, illegal or otherwise objectionable material or content.
- Send any transmission that attempts to hide your identity or represents you as someone else.
- Attempt to transmit, publish or distribute material or content that promotes, provides or relates to instructional information about illegal activities or promotes physical harm or injury against any individual or group.
- Use the Service or the Site to send any materials, including surveys and requests to take surveys, to any persons under 18 years of age unless and until you have taken and follow all necessary action and compliance pursuant to state and federal laws.
- Upload or distribute in any way any files that contain viruses, corrupted files or any similar software or programs that may damage the operation of anyone else's computer, the Service or the Site.
- Interfere or disrupt networks connected to the Service and the Site.
- Gain unauthorized access to any computer system, including accounts, lockers or databases maintained by and for Eaagle, are strictly prohibited.

When using Services or Materials, you will be subject to any posted guidelines, rules or licenses applicable to such Services or Materials, in addition to the Terms of Use. Materials and Services provided by third parties (collectively, the "Third-Party Services") are governed by separate agreements accompanying such Materials and Services. Eaagle offers no guarantees and assumes no responsibility or liability of any type with respect to the Third-Party Services, including any liability resulting from incompatibility between a Third-Party Service, Eaagle Materials, and Eaagle provided Services or another Third-Party Service. You agree that you will not hold Eaagle responsible or liable with respect to the Third-Party Services.

Certain Services and Materials will only be made available to users who have paid Eaagle a fee for such Services and Materials. Such users may additionally be required to enter into a use agreement for that particular Service or Material. In addition to these Terms of Use, users of any Services that include Communications Venues may be required, in Eaagle's sole discretion, to agree to a separate legal agreement on the Site or Service or otherwise. Your access to such Communications Venues will be denied for violation of either the Terms of Use or the applicable agreement.

Eaagle, in its sole discretion, may -but has no obligation to- monitor or review the Materials and Services at any time. Eaagle may at any time without notice and in its sole discretion: (a) terminate a Service, access to or use of any Materials or an area of the Site or Service where Materials are posted or submitted; and (b) disclose any information related to your use of a Service or Material, or the substance of any of your posted or submitted Materials, as Eaagle deems necessary to comply with applicable law, regulation, legal process or governmental request. You agree to use extra care when disclosing any personally identifiable information about yourself in any Services or when you post or otherwise submit any Materials.

If you are required to establish an account in connection with a particular Service or Material, you must complete the designated registration process for such Service or Material. All required registration information that you provide must be current, complete and accurate and kept up to date on a prompt, timely basis. If required, you must also choose a user name and password for such account. It is your sole responsibility to keep your account number, user name, password and other sensitive information confidential. If you become aware of any unauthorized use of your account or any other breach of security, you shall notify Eaagle immediately. If any Services or Materials provide password-restricted access to your sensitive information (including customer lists and contractual terms), then by accessing or using this Site or Service and setting up a password-restricted account for such Services or Materials, you consent to Eaagle's display of such information via such Services or Materials and accept all risks of unauthorized access to such information.

You enter and use the Site and the Services at your own risk. Eaagle is not responsible for your activities, surveys, content, results or questions from respondents, other data, or any other matter concerning your use of the Site or the Services. We recommend that you keep track of your data results and other data in your own personal records, as we reserve the right to discontinue your account(s) or terminate the Services at any time.

USE OF SERVICE / SOFTWARE

Use of the Software / Service is governed by the Terms of Use. Eaagle hereby grants you a non-exclusive license to use the Service for text analysis purposes. Eaagle licenses the use of the Service for a defined period that can be unlimited or limited and/or for a defined number of users. Materials encompassing any software code, including programs, tools, utilities, files and otherwise, and accompanying documentation that are made accessible via the Site or Service (collectively, "Software") are the copyrighted and patented work of Eaagle or its suppliers.

You agree that you will not decompile, reverse engineer or otherwise attempt to discover the source code of the Service. Without limiting the foregoing, unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or reproduction of the Software to any other server or location for further reproduction, redistribution or use on a service bureau basis. Any unauthorized use, copying or distribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

USE OF EAAGLE MATERIALS AND USER CONTENT

Except as indicated to the contrary elsewhere on this Site or Service, you may view, download, and print Eaagle Materials available on this Site or Service subject to the following conditions:

- Eaagle Materials may be accessed and used solely for personal, informational, non-commercial and internal purposes.
- Eaagle Materials may not be modified or altered in any way.
- Eaagle Materials on the Site or Service may not be distributed or sold, rented, leased, licensed or otherwise made available to others.
- You may not remove any copyright or other proprietary notices contained in the Eaagle Materials.
- You may not copy or distribute any graphics in the Eaagle Materials apart from their accompanying text.
- You will not quote or display Eaagle Materials, or any portions thereof, out of context.

Eaagle reserves the right to revoke the authorization to view, download and print Eaagle Materials available via this Site or Service at any time, and any such use shall be discontinued immediately upon notice from Eaagle.



The rights granted to you constitute a license and not a transfer of title. Use of the Eaagle Materials for any other purpose is expressly prohibited and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Any Eaagle Materials made available only upon payment of a fee or execution may only be viewed, downloaded and printed subject to your payment of such fee.

The rights specified above to view, download and print the Eaagle Materials available on this Site or Service are not applicable to the design, layout or look and feel of this Site or Service. Such elements of the Site or Service are protected by law, including trade dress, trademark, unfair competition and other laws, and may not be copied or imitated in whole or in part. No Mark, graphic, sound or image from the Site or Service may be copied or retransmitted unless expressly permitted by Eaagle. In addition, various sections of the Site or Service may showcase the work of creative professionals. Such Materials belong to their creators, may be protected by Intellectual Property Rights and are for display purposes only.

USE OF SHARED CONTENT

Members of a Work Group may use the Shared Content available to such Work Group in any manner that has been agreed upon by the user providing such Shared Content. It is your sole responsibility to discuss with others in your Work Group and determine what limitations, if any, are placed on your use of the Shared Content distributed within your Work Group. If you obtain access to materials created or used by others outside of your Work Group, you have no right to use such materials in any way. You also acknowledge and agree that Eaagle has no liability of any kind should members of your Work Group modify, destroy, corrupt, copy or distribute your Shared Content, or violate the Terms of Use or other limitations that you may impose on the use of your Shared Content.

TERMINATION OF USE

Eaagle may block, restrict, disable, suspend or terminate access to Free or Trial Services and associated Materials at any time in Eaagle's sole discretion, without prior notice or liability to you. Eaagle shall not be liable to you or any third party in any manner for termination of the Service.

Eaagle may block, restrict, disable, suspend or terminate your access to part of the Site, Services and Materials at any time in Eaagle's sole discretion, without prior notice or liability to you. Eaagle shall not be liable to you or any third party in any manner for termination of the Service.

If a User account remains inactive for a period of 3 months or its credit equal to zero, Eaagle may deactivate the account at its sole discretion.

Upon termination, your right to use the Service and the Site cease immediately and Eaagle shall have no obligation whatsoever to retain, forward or make available to you any data. We reserve the right to deactivate your account(s) as we deem appropriate or necessary, without notice.

LINKS TO THIRD PARTY SITES

The Site or Service, Services or Materials may include links that will take you to other sites outside of the Site or Service ("Linked Site or Services"). The Linked Site or Services are provided by Eaagle to you as a convenience and the inclusion of the links do not imply any endorsement by Eaagle of any Linked Site or Service. Eaagle has no control of the Linked Site or Services and you therefore acknowledge and agree that Eaagle is not responsible for the contents of any Linked Site or Service, any link contained in a Linked Site or Service or any changes or updates to a Linked Site or Service. You further acknowledge and agree that Eaagle is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site or Service.

INTERNATIONAL USERS

This Site or Service can be accessed from countries around the world and may contain references to Eaagle products, services and programs that are not available in your country. These references do not imply that Eaagle intends to announce such products, services or programs in your country.

The Site or Service is controlled, operated and administered by Eaagle from its offices within the United States of America and France. Eaagle makes no representation that the Site or Service, the Services or Materials are appropriate or available for use at other locations outside the United States or France, and access to the Site or Service from territories where the Site or Service, the Services or Materials are illegal is prohibited.

If you access the Site or Service from a location outside the United States or France, you are responsible for compliance with all local laws. See the section on export control laws below for further information.

PERSONAL INFORMATION AND PRIVACY

Eaagle will use and protect your data, such as your name and address, in accordance with the Eaagle Privacy Policy. Please be aware that your browser must be enabled to accept cookies in order for you to use certain Materials and Services or to purchase from the Eaagle.

Please visit our Privacy Policy, which also governs your use of the Eaagle websites, to understand how we collect and use information about you. If you are outside the United States, you understand and agree that by providing the Eaagle websites any information about yourself; you are consenting to the transfer of that information to the United States or France.

CONFIDENTIALITY

- We consider all data provided by you as confidential information.
- We will not to use any of your Confidential Information (defined below) for any purpose except to operate the Site and Services in accordance with this Agreement.
- We will not to disclose any of your Confidential Information to any third party other than to our employees and consultants who are bound by confidentiality obligations and are required to have access to the Confidential Information in order to operate the Site and Services.
- Nothing in this Agreement limits our right to independently develop, acquire or market products, ideas, or businesses, without use of your Confidential Information. "Confidential Information" may include, solely to the extent entered into the Services or Site by you, (a) technical information, know-how and other intellectual property, to the fullest extent that such information is maintained as a trade secret by you; (b) confidential marketing strategies; (c) confidential future product plans; (d) confidential financial information (including pricing); and (e) other confidential business information.
- Confidential Information will not include any information that (i) was publicly known and generally available in the public domain prior to the time of disclosure by you; (ii) becomes publicly known and generally available after disclosure by you through no action or inaction of ours; (iii) is already in our possession at the time of disclosure by you; (iv) is obtained by us from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by us without use of or reference to your Confidential Information; or (vi) is required by law to be disclosed by us, provided that we give you prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.



INTELLECTUAL PROPERTY

The Materials and Services displayed, as well as their selection, design and arrangement, are protected by copyrights, trademarks, patents, trade secrets and all other intellectual property and proprietary rights (collectively, "Intellectual Property Rights"), and any unauthorized use of the Materials or Services may violate such laws and the Terms of Use. Except as expressly provided herein, Eaagle and its suppliers do not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, download, disseminate, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Site or Service, Materials or Services, any portions of the Site or Service, Materials or Services or the selection and arrangement of the Site or Service, Materials or Services, except as expressly authorized herein. In addition, you agree not to use any data mining, robots or similar data gathering and extraction methods in connection with the Site or Service, Services or Materials.

The trademarks, logos and service marks ("Marks") displayed on this Site or Service is the property of Eaagle or other third parties. You are not permitted to use the Marks without the prior written consent of Eaagle or such third party that may own the Marks. Eaagle and the Eaagle logo are trademarks of Eaagle.

WARRANTIES AND DISCLAIMERS

THE SITE, SERVICES AND MATERIALS, ARE PROVIDED BY EAAGLE UNDER THESE TERMS OF USE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, EAAGLE MAKES NO WARRANTY THAT (i) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS; (ii) THE SITE, SERVICES OR MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (iv) THE QUALITY OF THE SITE OR ANY SERVICES OR MATERIALS PURCHASED OR ACCESSIBLE BY YOU WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES OR MATERIALS, WILL BE CORRECTED.

THIS SITE, SERVICES AND MATERIALS MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. EAAGLE MAY MAKE CHANGES TO THE SITE, MATERIALS AND SERVICES, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SOFTWARE OR PRODUCTS LISTED, AT ANY TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE. THE SITE, MATERIALS AND SERVICES MAY BE OUT OF DATE, AND EAAGLE MAKES NO COMMITMENT TO UPDATE THE SITE, MATERIALS AND SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT: (i) EAAGLE DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES, INCLUDING THIRD-PARTY VENDORS AND THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES; (ii) EAAGLE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES; (iii) ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK; AND (iv) EAAGLE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES.

EAAGLE DOES NOT CONTROL OR ENDORSE THE MATERIALS FOUND IN ANY SERVICES AND SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE SITE, SERVICES AND ANY ACTIONS RESULTING FROM YOUR USE OF THE SITE AND MATERIALS AND PARTICIPATION IN ANY SERVICES. MANAGERS, HOSTS, PARTICIPANTS AND OTHER THIRD PARTIES ARE NOT AUTHORIZED EAAGLE SPOKESPERSONS, AND THEIR VIEWS DO NOT NECESSARILY REFLECT THOSE OF EAAGLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EAAGLE WILL HAVE NO LIABILITY RELATED TO USER MATERIALS ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. EAAGLE ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY USER MATERIALS.

THE USE OF THE SITE, SERVICES OR THE DOWNLOADING OR OTHER USE OF ANY MATERIALS IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. EAAGLE ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR IN CONNECTION WITH ANY SERVICES OR MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EAAGLE OR VIA THE SITE, SERVICES OR MATERIALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. EAAGLE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT WITH RESPECT TO THE SITE OR ANY SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

EAAGLE WEBSITES MAY CONTAIN HYPERLINKS TO WEB SITES OPERATED BY PERSONS OTHER THAN EAAGLE. YOU AGREE NOT TO HOLD EAAGLE RESPONSIBLE FOR THE CONTENT OR OPERATION OF SUCH WEB SITES. A HYPERLINK FROM THE EAAGLE WEBSITES TO ANOTHER WEB SITE DOES NOT IMPLY OR MEAN THAT EAAGLE ENDORSES THE CONTENT ON THAT WEB SITE OR THE OPERATOR OR OPERATIONS OF THAT SITE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE EXTENT TO WHICH YOU MAY USE ANY CONTENT AT ANY OTHER WEB SITES TO WHICH YOU MIGHT LINK FROM THE EAAGLE WEBSITES.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EAAGLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, OR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF EAAGLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH: (1) THE ACCESS OR USE OF OR THE INABILITY TO ACCESS OR USE THE SITE, SERVICES, OR MATERIALS; (2) THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR VIA THE SITE, SERVICES OR MATERIALS; (3) ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES; (4) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, USER MATERIALS OR OTHER DATA; (5) ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED; (6) ANY FAILURE TO STORE OR LOSS OF DATA, FILES, MATERIALS OR OTHER CONTENT; (7) ANY SERVICES AVAILABLE THAT ARE DELAYED OR INTERRUPTED; (8) ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE; OR (9) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE ANY LINKED SITE. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY



FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

NOTIFICATION OF COPYRIGHT INFRINGEMENT

Eaagle will, in appropriate circumstances, terminate the accounts of users who infringe the Intellectual Property Rights of others.

If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Site or Service or on sites linked to from this Site or Service or in connection with the Services or Materials, please provide written notification of claimed copyright infringement to the Designated Agent for this Site or Service (identified below), which must contain the following elements:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work or works that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- A description of where the content that you claim is infringing is located on the Eaagle site;
- Information sufficient to permit Eaagle to contact you, such as your physical address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the use of the content identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in your notice is accurate and, under penalty of perjury, which you are the copyright owner or authorized to act on the copyright owner's behalf.

Eaagle's Designated Agent for Notice of claims of copyright infringement can be reached by e-mail: <mailto:privacy@eaagle.com>

The Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Site or Service or on sites linked to from the Site or Service or in connection with the Services or Materials. All other inquiries directed to the Designated Agent will not be responded to.

SPAM E-MAIL AND POSTINGS

In the event of your or others' access to or use of the Site or Service, Services or Materials in connection with the transmission of spam newsgroup postings or unsolicited e-mail in violation of these Terms of Use, you acknowledge and agree that Eaagle would be irreparably harmed hereunder and that monetary damages would be an insufficient and ineffective remedy; therefore you agree that Eaagle is entitled to obtain immediate injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Eaagle may without restriction block, filter or delete unsolicited e-mail.

Eaagle is committed to being a trusted member of the Internet community. As such, we have adopted a firm anti-spam policy. Spam can deluge a recipient's email box and waste the recipient's time and money. Spam often causes recipients to complain to their Internet Service Providers who in turn may block or restrict access from legitimate services like Eaagle, and Users, like you.

To help recipients be free from spam, and to maximize the availability of our Services to our community of Users, we have taken a "zero tolerance" stand against spam. You acknowledge, warrant and agree that:

- You will not engage in any spamming activities in your use of the Services.
- You understand that Eaagle is serving as "host" and is not the sender or originator of any survey, and that you are therefore solely responsible for your email/SMS-ing activities using the Services.
- You warrant that you either have an ongoing business or personal relationship with or have obtained consents to send email/SMS messages inviting participation in a survey to the persons on your own email/mobile phone list and on any lists you have acquired from a third party.
- Your use of the Site and Services will not violate any U.S. or foreign spamming, junk mail or other related laws or regulations prohibiting or discouraging unsolicited mail.
- If you engage in any unlawful spamming activity, Eaagle will report such conduct to the appropriate authorities and turn over any and all information, including personally identifiable information, to appropriate law enforcement persons or entities.
- We may request at any time that you provide proof that your email/SMS recipients have agreed to receive email/SMS messages from you. We may require that you provide the name of a list vendor and documentation of specific opt-in processes you or the vendor have used.

We will terminate the account of any User determined to have used the Services in connection with any spam email/SMS or otherwise breached these Terms of Use. Please be advised that we may also terminate your account if your mailings result in high bounce rates, a report or complaint of spam against the sender, poor monitoring of recipient consents including lax address book and email/mobile phone list management, or lack of compliance with anti-spam guidelines. We reserve the right to terminate your account(s) and your use of the Services, without notice, if we believe your activities are not in compliance with this Anti-Spam policy. We thank you for your compliance with our Anti-Spam policy and your commitment to good email/SMS-ing practices.

REGISTRATION & PASSWORD

You will provide current, complete, accurate information in the registration section of the Site. You will further update and keep that information current as needed. You will provide a password in order to access the Services and your account. Email login must be a valid email address maintained by you. You are solely responsible for maintaining the confidentiality of your password and account information. You will immediately notify us of any unauthorized account activity, or any unauthorized use of your email list(s) or any other breach of security you become aware of. You may not share logins and passwords with others. Sharing login information is in violation of this Agreement and may result in immediate account termination.

ADVERTISEMENTS AND PROMOTIONS

Eaagle may run advertisements and promotions from third parties via the Site or Service, Services or Materials in any manner or mode and to any extent. Your communications, activities, relationships and business dealings with any third parties advertising or promoting via the Site or Service, Services or Materials, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely matters between you and such third parties. You acknowledge and agree that Eaagle is not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such non-Eaagle advertisers on the Site or Service or in connection with the Services or Materials.



Eaagle has not reviewed all of the third -party sites nor reviewed any products or services they may provide. Eaagle is not responsible for nor does it endorse the contents or any products or services of such third parties or their sites. EAAGLE DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES OFFERED OR SUGGESTED BY THIRD PARTIES ON THE SITE. EAAGLE DOES NOT ENDORSE OR OTHERWISE WARRANT OR GUARANTEE THE PRODUCTS OR SERVICES THAT ARE EITHER ADVERTISED ON THE SITE OR CONNECTED BY LINK.

EXPORT CONTROL LAWS: NOTICE TO U.S. GOVERNMENT USERS

The export and re-export of Eaagle Software are controlled by the United States Export Administration Regulations, and such Software may not be exported or re-exported to Cuba, Iran, Libya, North Korea, Sudan, Syria, or any country to which the United States embargoes goods. In addition, the Software may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. By downloading Software or using Service, you are certifying that you are not a national of Cuba, Iran, Libya, North Korea, Sudan, Syria or any country to which the United States embargoes goods, and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

INDEMNITY AND LIABILITY

You agree to indemnify and hold Eaagle and its officers, co-branders, other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your User Materials and any other content (e.g. computer viruses) that you may submit, post to or transmit through the Site or Service (including a third party's use of such User Materials or content (e.g. reliance on the accuracy, completeness or usefulness of your User Materials)); (b) your access to or use of the Site or Service, Services or Materials (including any use by your employees, contractors or agents and all uses of your account numbers, user names and passwords, whether or not actually or expressly authorized by you, in connection with the Site or Service or any Services or Materials); (c) your connection to the Site or Service, Services or Materials; (d) your violation of the Terms of Use; (e) the actions of any member of your Work Group; (f) your infringement of any third party's Intellectual Property Rights when using any of the Software made available on the Site or Service, Services or in any Materials; (g) your violation of any rights of any third party; (h) your access to or use of Linked Site or Services and your connections thereto; or (i) any dealings between you and any third parties advertising or promoting via the Site or Service, Services or Materials.

GOVERNING LAW AND JURISDICTION

This Site or Service (excluding linked sites) is controlled by Eaagle from its offices in Chicago (Ill) and Paris, France. By accessing this Site or Service, you agree that all matters relating to your access to, or use of, this Site or Service shall be governed by the statutes and laws of the State of France, without regard to the conflicts of laws principles thereof. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

LANGUAGE

It is the express wish of the parties that the Terms of Use and all related documents have been drawn up in English.

GENERAL

You agree that your completion of the registration procedure constitutes agreement to these Terms of Use. Further, these Terms of Use are the entire and only agreement between you and Eaagle and supersede any prior or other understandings, representations or warranties including, but not limited to, any nondisclosure agreements, purchase orders, license agreements, service agreements, invoices or other terms and conditions that you may provide to us in respect of the Site or Services. You agree that each use of the Services and the Site reaffirms your acknowledgment and agreement to the most current version of these Terms of Use. You may not assign or otherwise transfer the Terms of Use nor any right granted hereunder without Eaagle's prior written consent. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by Eaagle to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.

EFFECTIVE DATE, AMENDMENTS

From time to time, we may update this privacy statement. We will notify you about material changes in the way we treat personally identifiable information by placing a notice on our site. We encourage you to periodically check back and review this policy so that you always will know what information we collect, how we use it, and to whom we disclose it.

This statement is effective as of January 1st, 2015.