

# Sycamore Leaf Solutions LLC

## Terms of Service

### Terms of Service

The Terms of Service for Sycamore Leaf Solutions ("Terms of Service") are effective immediately upon the User's acceptance of the Terms of Service by indicating on the Service Contract that you have received, read and accept these terms, and User's first use of the Sycamore Leaf Solutions ("Service") as defined herein. As used in the Terms of Service, the terms "you", "your" or "user" all refer to the person using the Service in any way.

### 1. Permitted Uses and Restrictions on Use

Subject to the terms and conditions of the Terms of Service, Sycamore Leaf Solutions, LLC. ("Sycamore Leaf") or its subcontractors will provide the following: Sycamore Leaf Solutions, a service that allows you to manage your organizations data on the World Wide Web (the "Service"). You may not use the Service until you have read and accepted all of the Terms of Service by signing the Service Contract indicating that you have read and accept these terms. In order to use the Service, you are responsible at your own expense to access to the World Wide Web, either directly or through devices that access web-based content and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You shall not attempt to access any other of Sycamore Leaf Solutions systems, programs or data that are not made available for public use. The Service supports users whose principle place of business is within the United States of America and U.S. Territories.

### 2.1 Your Registration Obligations

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form(s) (such information being the "Subscription Data") and (b) maintain and promptly update the Subscription Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Sycamore Leaf has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Sycamore Leaf may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### 2.2 Acceptable Use Policy.

You agree to comply with Sycamore Leaf's then-current [Acceptable Use Policy](#) as posted from time to time. By submitting content ("Content") to Sycamore Leaf in connection with this Service, you warrant that: (i) you are the owner of such Content, or have been granted all the rights necessary from the owner of Content to submit such Content to Sycamore Leaf, and (ii) the use of Content by Sycamore Leaf and its members will not

infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party.

### **3. Access, Passwords and Security**

You may designate up to the number of users under your account which corresponds to the level of Service you are receiving from Sycamore Leaf, and you may provide and assign access and passwords to such users. You will be responsible for the confidentiality and use of your company/school ID(s), password(s), and user name(s). You will be responsible for all electronic communications, including account registration and other account holder information, Pass-a-Notes, email and financial, accounting and other data ("Electronic Communications") entered through or under your company/school ID(s), password(s) or user name(s). Sycamore Leaf will act as though any Electronic Communications it receives under your company/school ID(s), password(s) or user name(s) will have been sent by you. You agree immediately to notify Sycamore Leaf if you become aware of any loss or theft or unauthorized use of any of your company/school ID(s), password(s) and/or user name(s).

### **4. Member Conduct**

By submitting any data to Sycamore Leaf, you warrant that: (i) you are the owner of such data, or have been granted all the rights necessary from the owner of such data to submit such data to Sycamore Leaf, and (ii) the use of such data by Sycamore Leaf and its members will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party. You agree to not use the Service to:

- A. impersonate any person or entity, including, but not limited to, a Sycamore Leaf official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- B. interfere with or disrupt the Service or servers or networks connected to the Service;
- C. violate any applicable law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any securities exchange;
- D. incite or provide instructional information about illegal activities;

### **5. General Practices Regarding Use, Storage and Service Access**

You acknowledge that Sycamore Leaf may establish from time to time general practices and limits concerning use of the Service, including without limitation, establishing the maximum amount of storage space you have on the Service at any time, as well as limiting the number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Sycamore Leaf has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. As a condition of use for this Service, you agree that, in the event of an error with your Service, a Service technician shall be permitted to access your data as necessary to resolve the problem. You acknowledge that Sycamore Leaf reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **6. Consumer Information and Privacy**

6.1 Privacy. For details about Sycamore Leaf 's privacy policies, please refer to the Sycamore Leaf Solutions Privacy Statement, accessible via the Service home page. You agree to the terms and conditions of the Privacy Statement, as it may be amended from time to time, which is incorporated herein by reference.

6.2 Healthcare Information. You acknowledge and agree that the Service, related Services, and Content are not "HIPAA-ready" or "HIPAA-compliant" and will not assist with or ensure compliance with HIPAA, and that you are solely responsible for using the Service, related Services and Content in a manner consistent with all applicable federal and state privacy laws relating to medical or health information.

## **7. Modifications to the Service or Agreements**

7.1 Modifications to the Service. Sycamore Leaf reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) at reasonable notice to you. You agree that Sycamore Leaf shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Sycamore Leaf may specify from time to time the version(s) of related products required in order to use the Service (e.g. supported browser versions).

7.2 Modifications to the Terms of Service. You agree that Sycamore Leaf may modify the Terms of Service if necessary to comply with any other agreements that Sycamore Leaf is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. Your continued use of any of the Service shall constitute your acceptance of the Terms of Service with the new modifications. If you do not agree to any of such changes, you may terminate the Terms of Service and immediately cease all access and use of the Service. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Terms of Service.

## **8. Fees**

You agree to pay the then-current fees associated with the Service. Sycamore Leaf reserves the right to modify its fees with or without notice.

## **9. Termination**

You acknowledge and agree that Sycamore Leaf may suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Service, without prior notice, if you engage in any conduct that Sycamore Leaf believes, in its sole discretion: (a) violates any term or provision of the Terms of Service, (b) violates the rights of Sycamore Leaf or third parties, (c) or is otherwise inappropriate for continued access and use of the Service. In addition, Sycamore Leaf reserves the right to terminate inactive membership accounts. You agree that upon termination, we may delete all files and information related to your account and may bar your access to your account and the Service. Further, you agree to pay any fees associated with early termination of the Service as outlined in your Service Contract. You also agree that Sycamore Leaf shall not be liable to you or any third-party for any termination of your access to the Service.

You agree to defend, indemnify and hold Sycamore Leaf harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of the Terms of Service, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of Service.

#### **10. Links**

The Service may provide links to other World Wide Web sites or resources. You acknowledge and agree that Sycamore Leaf is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Sycamore Leaf shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

#### **11. Sycamore Leaf Proprietary Rights**

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information that may have been presented to you through the Service or advertisers is protected by copyrights, trademarks, Service marks, patents or other proprietary rights and laws.

#### **12. No Resale, Etc. of the Service**

You agree not to copy, sell, resell, rent or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Sycamore Leaf for use in accessing the Service.

#### **13. Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SYCAMORE LEAF AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. SYCAMORE LEAF AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR

- RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. SYCAMORE LEAF AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OF SERVICE OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. SYCAMORE LEAF EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SERVICE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
  - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SYCAMORE LEAF OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

#### **14. Representations and Warranties.**

You represent that, to the best of your knowledge and belief, your use of the Service does not directly or indirectly infringe the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your registration is accurate and reliable.

#### **15. Limitation of Liability**

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT SYCAMORE LEAF AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SYCAMORE LEAF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND

SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

(b) YOU ALSO AGREE THAT SYCAMORE LEAF WILL NOT BE LIABLE FOR ANY (1) INTERRUPTION OF BUSINESS, (2) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE; (3) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (4) EVENTS BEYOND SYCAMORE LEAF'S REASONABLE CONTROL;

(c) IN NO EVENT SHALL SYCAMORE LEAF'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO SYCAMORE LEAF FOR THE SERVICE, BUT IN NO EVENT GREATER THAN THREE HUNDRED DOLLARS (\$300.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

#### **16. Exclusions and Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 13 AND 15 MAY NOT APPLY TO YOU.

#### **17. General Information**

The Terms of Service constitutes the entire agreement between you and Sycamore Leaf and governs your use of the Service, superceding any prior agreements between you and Sycamore Leaf (including, but not limited to, any prior versions of the Terms of Service) with respect to its subject matter. You also may be subject to additional terms and conditions that may apply when you use affiliate or other Sycamore Leaf services, third-party content or third-party software. Except as otherwise provided herein, the Terms of Service shall be governed by the laws of the State of Missouri without regard to its conflict of law provisions. Except as otherwise provided in the Terms of Service, you and Sycamore Leaf agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Jackson, Missouri. The Terms of Service does not limit any rights that Sycamore Leaf may have under trade secret, copyright, patent, trademark or other laws. The failure of Sycamore Leaf to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of

Service remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. The Terms of Service will inure to the benefit of Sycamore Leaf and its successors and assigns.

**18. Survival**

All representations, warranties, Sections, 9, 13, 14, 15, 16, 17 and 18 in the Terms of Service shall survive the termination of the Terms of Service.

Modified as of October 30, 2006

*Acceptable Use Policy follows*

# Sycamore Leaf Solutions, LLC.

## Acceptable Use Policy

### 1. Responsibility for Content

You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that you, and not Sycamore Leaf, are entirely responsible for all Content that you upload or otherwise transmit via the Services. Sycamore Leaf does not control the Content uploaded or otherwise transmitted by you or other customers via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. In this Policy, "Content" means information, data, text (including but not limited to names of files, databases, directories and groups of the same), software, music, sound, photographs, graphics, video, messages or other materials; and "Services" means the services and/or facilities that Sycamore Leaf provides to you, for example by subscription or by means of an Sycamore Leaf branded web site.

### 2. Other Conduct.

You agree to not use the Services to: (a) upload or otherwise transmit any Content or domain name that is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, any Sycamore Leaf representative, or misrepresent your affiliation with any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services; (e) upload or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any Content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation, except in those areas of the Services that may be designated for such purpose; (h) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the Services or servers or networks connected to the Services; (j) violate any applicable law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data; (k) incite or provide instructional information about illegal activities; or (l) conduct raffles, contests, lotteries or sweepstakes, except in those areas of the Services that may be designated for such purpose.

### 3. Other.

This Policy is subject to all applicable agreements and terms and conditions between you and Sycamore Leaf. This Policy is subject to change without notice.