

TERMS & CONDITIONS OF USE

Code 3, Inc
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Welcome to www.code3pse.com

Code 3, Inc. has adopted the following Terms and Conditions of Use in order for each visitor to enjoy his or her visit to the Site, or any mobile version thereof, and to ensure that You know what to expect from Your visit to the Site. PLEASE READ THESE TERMS CAREFULLY AS THEY REPRESENT A LEGALLY BINDING CONTRACT BETWEEN YOU AND CODE 3, INC. BY CREATING AN ACCOUNT, ACCESSING, OR USING THE SITE YOU INDICATE THAT YOU HAVE READ, UNDERSTAND AND AGREE THAT YOU ARE BOUND BY THESE TERMS.

1. Definitions. The following terms have the following meaning in these Terms and Conditions of Use.

(a) “We”, “Us”, “Our”, or “Code 3” mean Code 3, Inc.;

(b) “Site” means this web site, namely, www.code3pse.com or any other related web sites We may establish;

(c) “You” or “Your” means any visitor to this Site;

(d) “TOU” means these Terms and Conditions of Use;

(e) “Content” or “Contents” means all text, graphics, videos, sounds, music, trade dress, trademarks, text, works of authorship, services, features, functions, the selection and arrangement of the foregoing, and all other materials and information of any kind or nature contained on or made available on this Site.

2. Changes to TOU. We may change this TOU from time to time without notice. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, all or any part of this Site. You agree that We shall not be liable to You or to any third party for any modification, suspension, or discontinuance of the Site or any services provided by this Site. Use of the Site after a change constitutes Your agreement to the new terms of the TOU, which are accessible on the Site.

3. Site Provided AS-IS. All Content of this Site is provided to You and all other users AS-IS. We assume no responsibility for the timeliness, deletion, miss-delivery or failure to store any of Your data, communications, or personalized settings. You are responsible for obtaining access to the Site, and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including fees associated with the display or delivery of any advertisements or other information. In

addition, You must provide and are responsible for all equipment necessary to access this Site.

4. Eligibility. Creation of an account, access, or use of this Site is void where prohibited by applicable law. The Site is not intended for children under the age of 13 years of age without parental consent and supervision. By creating an account, accessing or using the Site, You represent that You are at least 13 years of age or that You have obtained parental consent.

5. Privacy. Please review our privacy policy at www.code3pse.com which also governs Your visit to this Site and Your creation of an account at this Site, in order to understand Our practices concerning the collection, use and disclosure of information about You.

6. License. Subject to Your compliance with all of the terms of this TOU, including, without limitation, refraining from the Prohibited Actions stated below, We grant You a personal, non-transferable, non-exclusive, terminable at will, license to use this Site and to download any materials available for downloading at this Site, solely for personal purposes.

7. Prohibited Actions. You may not do any of the following on, through, or in any way in connection with this Site:

- (a) upload, post, transmit, or submit any information or material that (i) contains software viruses, code or files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) is defamatory, libelous, obscene, indecent, abusive, threatening to others, hateful, racially or ethnically objectionable, or constitutes stalking; (iii) infringes the patent, copyright, trademark, trade secret, right of publicity, right to privacy, or other intellectual property right of any third party; (iv) violates any state, federal, or international law;
- (b) harm minors in any way;
- (c) interfere with or disrupt the Site or the services provided by this Site;
- (d) impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- (e) violate or infringe any of Our trademark, copyright, or proprietary or intellectual property rights;
- (f) violate or breach any provision of the TOU or engage in prohibited actions, as described below;
- (g) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or software used in connection with this Site or obtain unauthorized access to this Site;

- (h) use and Content or other information to, in whole or in part, create a likelihood of confusion, to misrepresent any fact, or to deceive others in any form or by any means;
- (i) copy, modify, reuse, rent, lease, distribute, re-publish, re-transmit, sell, lend, assign, transfer any Content of this Site; or
- (j) access the Site by any means other than through the interface provided by Us.

8. Intellectual Property. All Content on this Site is owned or licensed by Us and is subject to copyright, trademark and other federal and state laws relating to intellectual property. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold, without Our prior written consent or the consent of Our licensors and licensees. Any unauthorized use of Content or violation of this provision is a material breach of this TOU and may be a violation of applicable law. Nothing in this TOU constitutes or may be construed as transferring or licensing any intellectual property rights to You, whether by estoppel, implication, or otherwise. We will aggressively enforce Our intellectual property rights to the fullest extent of the law, including criminal prosecution if appropriate.

9. User Submissions. The personal Information You submit to the Site is governed by the Site's Privacy Policy. By "personal information" We mean information such as Your first/middle initial or name and last name, street address, town or city, state, ZIP code, telephone number, email address, gender and any other information that would allow someone to identify You or contact You. If You submit to Us or this Site any communications or information, including, without limitation, any personal or commercial information, idea, concept or invention, You agree that such information is not confidential and (i) You acknowledge and understand others may see, read, use or re-transmit such information, (ii) You explicitly represent and warrant that You are the owner of such information or have all rights and licenses necessary regarding such information; (iii) You grant Us a royalty-free, perpetual, irrevocable, unrestricted world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, adapt, transform, distribute, transmit, broadcast, perform and display such information in any media or medium, or any form, format, or forum now known or hereafter developed; (iv) You agree that We may sublicense such rights through multiple tiers of sublicenses; and (v) We are under no obligation to use such information.

10. Linking / Third Party Links on Our Site. The following terms apply to linking:

(a) This Site may contain links to other web sites. We do not recommend, monitor, control or endorse any third-party advertising or content, or the content on any third-party web sites, and We are not responsible for such web sites' terms of use or privacy policies or how they handle Your information. Your use of third-party web sites is at Your own risk.

(b) You may not link to Our Site without Our express written consent, which is subject to such terms and conditions as We may establish. You may not, without Our written

permission, (i) incorporate any content from Our Site into Your web site (e.g., by in-lining or framing); or (ii) use any of Our Trademarks, works of authorship, copyrighted materials, or (iii) use any words or codes identifying Our Site in any "metatag", any information used by used by search engines, or information used location tools to identify and select web sites.

11. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE AS FOLLOWS:

(a) YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THIS SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE 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) WE MAKE NO WARRANTY THAT (i) THIS SITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, (ii) THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE INFORMATION OBTAINED FROM THIS SITE OR THE USE OF THIS SITE WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY FOODS, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THIS SITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE 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 OBTAINING OR DOWNLOADING ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOU.

12. LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU FOR ANY INJURY OR ILLNESS OR 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THIS SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED FROM OR THROUGH THIS SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS SITE ; (v) ANY OTHER MATTER

RELATING TO THIS SITE OR ANY SERVICES PROVIDED ON THIS SITE; OR (vi) ANY GOODS PURCHASED AT OR THROUGH THIS SITE.

13. 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 18 AND 19 MAY NOT APPLY TO YOU.

14. CLASS ACTION WAIVER. YOU AND WE MAY ONLY BRING CLAIMS AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. IF A COURT OR ARBITRATOR DETERMINES IN A CLAIM BETWEEN YOU AND US THAT YOUR WAIVER OF ANY ABILITY TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS IS UNENFORCEABLE UNDER APPLICABLE LAW, THIS SECTION WILL NOT APPLY, AND YOU AND WE AGREE THAT SUCH CLAIMS WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION.

15. Indemnity for Breach/Causation of Claims. If You breach the terms of this TOU or in any way cause any claims to be made against Us, Our employees, officers or directors, You will be liable to Us for all damages, costs, judgments, expenses (including reasonable attorneys' fees) that We or Our employees, officers, or directors incur.

16. International Notice. Code 3 is based in St. Louis, Missouri, in the United States of America. Code 3 makes no claims that this Site or any of its Content is appropriate for, or may be transmitted, used or installed outside of, the United States. Access by certain persons or in certain countries may not be legal. If You access the Site from outside the United States, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction.

17. General Terms. The following additional terms apply to this TOU

(a) Entire Agreement. This TOU and Privacy Policy on this Site constitute the entire agreement between You and Code 3 and governs Your use of the Site, superseding any prior agreements between You and Code 3. You also may be subject to additional terms and conditions that may apply when You use or purchase certain Code 3 goods, products, services, or affiliate services.

(b) Choice of Law and Forum. This TOU and the relationship between You and Code 3 shall be governed by the laws of the State of Missouri without regard to its conflict of law provisions. You and Code 3 agree to submit to the personal and exclusive jurisdiction of the state or federal courts located in St. Louis, Missouri. YOU HEREBY IRREVOCABLY WAIVE YOUR RIGHT TO A JURY TRIAL OR TO CLAIM THAT THE STATE OF MISSOURI IS AN INCONVENIENT FORUM TO HEAR CLAIMS AND DISPUTES.

(c) Waiver and Severability of Terms. The failure of Code 3 to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, You nevertheless agree that the court should endeavor to give effect to the TOU so that other provisions of the TOU remain in full force and effect.

(d) Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the TOU or use of the Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(e) Notices. Code 3 may give notice to You through general posting on the Site, via postal notification, or via e-mail notification. You may give notice to Code 3 via e-mail at

(f) Delay and Course of Dealing. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy under this TOU constitutes a waiver of any other right or remedy, or future exercise thereof.

(g) Construction. The section titles in the TOU are for convenience only and shall not affect its interpretation. The terms of this Agreement are to be construed as singular, plural, masculine, feminine, or neuter as context requires.