

## **CARVAJAL's Website Terms of Use**

### **Acceptance of these CARVAJAL's Website Terms of Use**

YOU MUST READ THESE CARVAJAL'S WEBSITE TERMS OF USE ("TERMS") CAREFULLY.

The website located at [www.CARVAJALOnline.com](http://www.CARVAJALOnline.com), and all associated sites linked to [www.CARVAJALOnline.com](http://www.CARVAJALOnline.com) by CARVAJAL, its subsidiaries and affiliates, (collectively "WEBSITE").

BY ACCESSING, BROWSING OR USING THE WEBSITE, ANY OF ITS SOFTWARE, CONTENT OR INFORMATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.

### **Ownership of WEBSITE**

The WEBSITE is the property of CARVAJAL Consultants, Inc. ("CARVAJAL") and its licensors.

### **Modifications of TERMS and/or WEBSITE**

CARVAJAL may, at its sole discretion, to change, modify, add or remove portions of these TERMS, and any other information contained in the WEBSITE, including prices, at any time. It is your responsibility to check these TERMS periodically for changes. Your continued use of the WEBSITE following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these TERMS, CARVAJAL grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the WEBSITE.

### **Content of WEBSITE**

The WEBSITE contains proprietary notices and copyright information, the terms of which must be observed and followed.

No data, text, graphics, photographs, logos, video, messages, user interfaces, visual interfaces, sounds, music, computer code (collectively "CONTENT") may be copied or retransmitted without CARVAJAL's express prior written consent.

You may use information on CARVAJAL products and services (such as white papers, press releases, data sheets, knowledge base articles, FAQs and similar materials) purposely made available by CARVAJAL for downloading from the WEBSITE, provided

that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

### **Prohibited uses of the WEBSITE**

You agree not to use the WEBSITE (a) to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (b) to interfere with or disrupt the WEBSITE or servers or networks connected to the WEBSITE. You further agree not to (c) use any data mining, robots, or similar data gathering or extraction methods in connection with the WEBSITE; or (d) attempt to gain unauthorized access to any portion of the WEBSITE or any other accounts, computer systems, or networks connected to the WEBSITE, whether through hacking, password mining, or any other means.

You agree not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the WEBSITE or any CONTENT, or in any way reproduce or circumvent the navigational structure or presentation of the WEBSITE or any CONTENT, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the WEBSITE. CARVAJAL reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the WEBSITE, or any other systems or networks connected to the WEBSITE or to any CARVAJAL server, or to any of the services offered on or through the WEBSITE, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the WEBSITE or any network connected to the WEBSITE, nor breach the security or authentication measures on the WEBSITE or any network connected to the WEBSITE. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the WEBSITE, or any other customer of CARVAJAL, including any CARVAJAL account not owned by you, to its source, or exploit the WEBSITE or any service or information made available or offered by or through the WEBSITE, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the WEBSITE.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to CARVAJAL on or through the WEBSITE or any service offered on or through the WEBSITE. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the WEBSITE or any CONTENT for any purpose that is unlawful or prohibited by these TERMS, or to solicit the performance of any illegal activity or other activity which infringes the rights of CARVAJAL or others.

### **Other Agreements; Terms and Conditions; software or services**

CARVAJAL may provide software products or services under the terms and conditions of a separate agreement between you and CARVAJAL (each "OTHER AGREEMENT"). CARVAJAL's obligations with respect to any product or service that it makes available to you under any OTHER AGREEMENT shall be governed solely by the correspondent OTHER AGREEMENT under which such product or service is provided. Nothing on this WEBSITE should be construed to alter such OTHER AGREEMENT.

For example, the use of any software that is made available to download from the WEBSITE ("SOFTWARE") is governed by the terms and conditions of the corresponding license agreement, if any, which accompanies or is included with the SOFTWARE.

CARVAJAL may make changes to any products or services offered on the WEBSITE, or to the applicable prices for any such products or services, at any time, without notice. The materials on the WEBSITE with respect to products and services may be out of date, and CARVAJAL makes no commitment to update the materials on the WEBSITE with respect to such products and services.

### **Your obligations and conduct**

In consideration of your use of the WEBSITE, you agree to: (a) provide accurate, current, and complete information about you as may be prompted by a registration form on the WEBSITE ("REGISTRATION DATA"); (b) maintain the security of your password and identification; (c) maintain and promptly update the REGISTRATION DATA, and any information you provide to CARVAJAL, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to information and REGISTRATION DATA. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the WEBSITE.

You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify CARVAJAL immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by CARVAJAL or any other user or visitor to the WEBSITE due to someone else using your CARVAJAL ID, password or account.

You may not use anyone else's CARVAJAL ID, password or account at any time without the express permission and consent of the holder of that CARVAJAL ID, password or account. CARVAJAL cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

You are entirely responsible for all content that you upload, post or otherwise transmit via the WEBSITE. You agree not to upload, post or otherwise transmit via the WEBSITE content that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to CARVAJAL or other users of the WEBSITE; (b) includes unauthorized disclosure of personal information; (c) violates or infringes anyone's intellectual property rights; or (d) 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. CARVAJAL reserves the right to edit or remove content that violates these terms or that contains third-party commercial advertisements.

You agree that you will not use the WEBSITE to: (a) transmit spam, bulk or unsolicited communications; (b) pretend to be CARVAJAL or someone else, or spoof CARVAJAL's or someone else's identity; (c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content transmitted through the Services; (d) misrepresent your affiliation with a person or entity; (e) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Website; (f) engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or site, operating an illegal lottery or gambling operation, stalking, or making threats of harm; or (g) collect or store personal data about other users unless specifically authorized by such users.

## **Privacy**

CARVAJAL's Privacy Policy applies to use of this WEBSITE, and its terms are made a part of these TERMS by this reference. To view CARVAJAL's Privacy Policy, [click here](#). Additionally, by using the WEBSITE, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the WEBSITE may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

## **Links to Other Sites and to the CARVAJAL WEBSITE**

This WEBSITE may contain links to other independent third-party Web sites ("LINKED SITES"). These LINKED SITES are provided solely as a convenience to our visitors. Such LINKED SITES are not under CARVAJAL's control, and CARVAJAL is not responsible for and does not endorse the content of such LINKED SITES, including any information or materials contained on such LINKED SITES. You will need to make your own independent judgment regarding your interaction with these LINKED SITES.

## **Disclaimers**

CARVAJAL DOES NOT PROMISE THAT THE WEBSITE OR ANY CONTENT, SERVICE OR FEATURE OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE WITHOUT NOTICE. CARVAJAL CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. CARVAJAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARVAJAL DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE AND/OR ANY CARVAJAL SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST CARVAJAL FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure

of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

CARVAJAL reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the WEBSITE, or any portion of the WEBSITE, for any reason; (2) to modify or change the WEBSITE, or any portion of the WEBSITE, and any applicable policies or terms; and (3) to interrupt the operation of the WEBSITE, or any portion of the WEBSITE, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

### **Limitation of Liability**

To the full extent permitted by law, CARVAJAL is not liable for any direct, indirect, punitive, special, incidental, consequential, or exemplary damages (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage) arising out of or in connection with the WEBSITE, even if CARVAJAL has previously been advised of, or reasonably could have foreseen, the possibility of such damages, however they arise, whether in breach of contract or in tort (including negligence), including without limitation damages due to: (a) the use of or the inability to use the WEBSITE; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained, or messages received or transactions entered into, through or from the WEBSITE; (c) statements or conduct of any third party on the WEBSITE, including without limitation unauthorized access to or alteration of transmissions or data, malicious or criminal behavior, or false or fraudulent transactions; or (d) content or information you may download, use, modify or distribute.

To the extent that any jurisdiction does not allow the exclusion or limitation of direct, incidental or consequential damages, portions of the above limitation or exclusion may not apply.

### **Indemnity**

You agree to indemnify and hold CARVAJAL, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against CARVAJAL by any third party due to or arising out of or in

connection with your use of the WEBSITE.

### **Violation of These TERMS**

CARVAJAL may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the WEBSITE, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) CARVAJAL's rights or property, or the rights or property of visitors to or users of the WEBSITE, including CARVAJAL's customers. CARVAJAL reserves the right at all times to disclose any information that CARVAJAL deems necessary to comply with any applicable law, regulation, legal process or governmental request. CARVAJAL also may disclose your information when CARVAJAL determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that CARVAJAL may preserve any transmittal or communication by you with CARVAJAL through the WEBSITE or any service offered on or through the WEBSITE, and may also disclose such data if required to do so by law or CARVAJAL determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these TERMS, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of CARVAJAL, its employees, users of or visitors to the WEBSITE, and the public.

You agree that CARVAJAL may, in its sole discretion and without prior notice, terminate your access to the WEBSITE and/or block your future access to the WEBSITE if we determine that you have violated these TERMS or other agreements or guidelines which may be associated with your use of the WEBSITE. You also agree that any violation by you of these TERMS will constitute an unlawful and unfair business practice, and will cause irreparable harm to CARVAJAL, for which monetary damages would be inadequate, and you consent to CARVAJAL obtaining any injunctive or equitable relief that CARVAJAL deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies CARVAJAL may have at law or in equity.

You agree that CARVAJAL may, in its sole discretion and without prior notice, terminate your access to the WEBSITE, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the WEBSITE

or any service offered on or through the WEBSITE, or (4) unexpected technical issues or problems.

If CARVAJAL does take any legal action against you as a result of your violation of these TERMS, CARVAJAL will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to CARVAJAL. You agree that CARVAJAL will not be liable to you or to any third party for termination of your access to the WEBSITE as a result of any violation of these TERMS.

### **Governing Law; Dispute Resolution**

These TERMS take place in the State of Florida. It is to be governed by and constructed under the laws of the State of Florida and the United States of America. The Federal and State Courts of the State of Florida shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this TERMS. You hereby expressly consents to 1) the jurisdiction of the courts of Florida and 2) service of process being effective on it by mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by Host.

### **Void Where Prohibited**

CARVAJAL administers and operates the WEBSITE from its location in Miami, Florida USA; other CARVAJAL sites may be administered and operated from various locations outside the United States. Although the WEBSITE is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the WEBSITE are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. CARVAJAL reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the WEBSITE is void where prohibited. If you choose to access the WEBSITE from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

### **Feedback and Information**

Any feedback you provide at this site shall be deemed to be non-confidential. CARVAJAL shall be free to use such information on an unrestricted basis.

**The information contained in this web site is subject to change without notice.**

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Revised January 2008