

C2SEC, INC. TERMS OF SERVICE

Last Revised: December 8, 2017

Introduction

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS, POLICIES, GUIDELINES AND DISCLOSURES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

1. Acceptance of Terms of Service

This C2SEC, Inc. Terms of Service (“Terms”) governs your access to and use of the services (the “Services”) owned and operated by C2SEC, Inc. (“C2SEC,” “we,” or “us”) including but not limited to the website located at www.c2sec.com (the “Site”), the C2Scan™ platform (the “Platform”), and the iScan™ and iRisk™ subscription services. These Terms do not alter in any way the terms or conditions of any written agreement you may have with C2SEC, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf.

C2SEC reserves the right to change or modify any of the terms and conditions contained in these Terms or any policy or guideline, at any time and in its sole discretion. Any changes or modification shall be effective immediately upon posting of the revisions on the Site or the Platform. Your continued use of the Services following the posting of any changes or modifications to these Terms shall constitute your acceptance of such changes or modifications. Therefore, you should frequently review these Terms of Service and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended terms, you must stop using the Services. You warrant and attest that the persons providing personally identifying information are at least 18 years of age.

All other questions or comments about the Services should be directed to support@c2sec.com.

2. Privacy Policy

Please refer to our Privacy Policy for information on how C2SEC collects, uses and discloses personally identifiable and other information from its users. The Privacy Policy is hereby incorporated by reference into these Terms and your acceptance of these Terms shall constitute your acceptance of the Privacy Policy.

3. Registration

You must register to obtain a user account to access and use the Platform and certain features of the Site. During the registration process, you shall be required to provide information about

yourself and, if you are registering on behalf of an entity, information about that entity. You agree that any such information you provide is accurate and complete and that such information will be updated promptly upon any change. Failure to do so constitutes a breach of these Terms and may result in a termination of your account and access to the Services. You are responsible for maintaining the security and confidentiality of your account password. You are also solely responsible for all activities that occur through your User ID and password. You agree not to access or use, or attempt to access or use, the Services or any part thereof using the identity or the registration data of any other person. You agree to immediately notify C2SEC of any unauthorized use of your User ID or password. From time to time, you may be asked to confirm your account via an email message. If such account is not reconfirmed, the account may be deactivated or deleted by C2SEC. Once your account is deleted, your user content and data will be retained

4. Background Materials

Unless otherwise indicated, all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, report formats, designs, text, graphics, pictures, sound files, arrangements, techniques, methods, processes, data gathered, created, and maintained within the Services, algorithms, know-how, trade secrets, and other technologies and information that are used by C2SEC in providing the Services (collectively, the “Background Materials” are the property of C2SEC or its licensors and are protected by U.S. and international copyright and other intellectual property laws.

5. Limited License

To the extent that C2SEC grants you access to the Services, you are granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and any Background Materials necessary to use the Services. Such license is subject to these Terms and does not include or authorize: (a) any resale or commercial (non-personal) use of the Services or the Background Materials therein; (b) the distribution, public performance or public display of any Background Materials; (c) modifying or otherwise making any derivative uses of the Services or the Background Materials, or any portion thereof; (d) use of automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services; (e) downloading (other than page caching) of any portion of the Services, the Background Materials or any information contained therein, except as expressly permitted; (f) any attempt to gain unauthorized access to C2SEC’s computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Services; or (g) collection or harvesting of any personally identifiable information, including, but not limited to, company names, domain names or account names, from the Service nor to use the communication systems provided by the Service for any commercial solicitation purposes; (h) use of any portion of the Services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages; (i) any use of the Services or the Background Materials other than for their intended purpose; (j) copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of any software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by C2SEC, in writing. Any use of the Services or the Background Materials other than as specifically authorized herein, without the prior written

permission of C2SEC, is strictly prohibited and shall terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

6. Service Subscriptions

Access to certain features of the Services, including but not limited to access and use of the Platform, requires that you order and maintain an active subscription. Associated fees and subscription periods shall be identified on the relevant order form submitted by you to C2SEC (the “Order Form”).

7. Payments

You agree to pay C2SEC the fees listed on the Order Form. All charges and payments shall be in U.S. dollars. You authorize C2SEC, through its payment processors, to bill your credit card or other account that you select for the amount payable. You represent and warrant that all account information that you provide to C2SEC for such purposes shall be true and correct. In the event that C2SEC chooses to increase rates, it shall provide you with email notification of such increase at least thirty (30) days in advance and you may elect to terminate the Services prior to such increase becoming effective by contacting C2SEC by email. You must promptly inform C2SEC of any changes in your credit card information. You may make changes to your credit card information in your user account settings. C2SEC reserves the right to collect certain taxes or other assessments from you in order to comply with local, state, federal, or international laws and regulations, as required now or later imposed. If you claim exemption from any taxes, you shall provide C2SEC with documentation required by the taxing authority to support an exemption. C2SEC shall not issue any refunds on subscriptions except within its sole discretion.

To ensure uninterrupted service, C2SEC shall automatically bill you from the date you submit your initial payment and on each renewal period thereafter until cancellation. Your renewal period shall be equal in time to the renewal period of your current subscription. For example, if you have ordered a monthly subscription plan, each billable renewal period shall be for one month. C2SEC shall automatically charge you the applicable amount using the payment method you have on file with us. If C2SEC is unable to charge your account, it may suspend or terminate the Services.

If you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any payable fees to us (“Chargeback”), C2SEC may automatically terminate your account. If you have questions about a payment, you should contact C2SEC before filing a Chargeback. C2SEC reserves its right to dispute any Chargeback.

C2SEC uses a third party payment processor (the “Payment Processor”) to bill you through a payment account linked to your Account. The processing of payments shall be subject to the terms, conditions and privacy policies of the Payment Processor, in addition to these Terms. C2SEC’s current Payment Processor is [●], and your payments are processed by [●] in accordance with [●]’s Terms and Privacy Policy. C2SEC doesn’t control and are not liable for the security or performance of the Payment Processor.

8. Support

C2SEC will use commercially reasonable efforts to provide technical support and updates for the Services in accordance with its regular business practices. Customer support for the Services can be reached at support@c2sec.com and is available from 8:00 a.m. to 8:00 p.m. PST Monday-Friday, excluding federal holidays. You agree that C2SEC may charge in accordance with its then current policies for any support service resulting from problems, errors or inquiries related to your data or systems.

9. User Content

Some features of the Service may include functionality enabling you to post content, such as profiles, notes, messages, photos, and videos (“User Content”) that may be made available to C2SEC and/or other users of the Service. C2SEC has the right to refuse any User Content. You agree that C2SEC, at its sole discretion, has the right to screen, reject, or remove any User Content, or any portion thereof, posted using the Service that infringes C2SEC’s or any third party’s intellectual property or other rights, violates these Terms or our other policies, or is otherwise objectionable. C2SEC reserves the right to disclose any User Content as necessary to satisfy any applicable law, regulation, legal process or governmental request. C2SEC has the right to suspend or terminate the Service at any time without preserving your User Content.

In using the Service, you agree not to post any User Content that (a) is false, deceptive, deceitful, misleading, unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, harmful to minors, fraudulent or otherwise objectionable; (b) would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (c) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; (d) impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; (e) contains private or confidential information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; (f) contains viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files; (g) in the sole judgment of C2SEC, may expose C2SEC to any harm or liability of any type; or (h) harasses, degrades, intimidates or is hateful toward an individual or group of individuals for any reason and especially on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.

By posting User Content, you grant C2SEC and its affiliates a perpetual, irrevocable, worldwide, royalty-free, freely transferable and sub-licensable (through unlimited levels of sublicense) non-exclusive right to use, reproduce, modify, transmit, publish, display, distribute, and create derivative works of such User Content for purposes of delivering the Service to you and other users of the Service. You represent and warrant that: (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content and to grant the rights granted herein; (b) the User Content is accurate and not misleading; and (c) distribution of the User Content you supply in accordance with your direction does not violate these Terms and will not violate any rights of or cause injury to any person or entity. You hereby waive any moral rights you may have in such User Content under the laws of any jurisdiction.

10. Feedback

If you provide us with any feature requests, comments, suggestions or other feedback (“Feedback”), you hereby: (i) agree that such Feedback is provided on a non-proprietary and non-confidential basis, and (ii) grant us a perpetual, non-exclusive, worldwide, fully paid-up, irrevocable license, with the right to sublicense through multiple levels of sublicensees, to incorporate, disclose, and use without limitation the Feedback for any purpose.

11. Consent to Receive Emails and Notice

As long as you maintain a user account, you may not “opt out” of receiving account-related emails from C2SEC. The parties hereto may give legal notice by means of electronic mail, which electronic mail shall be considered delivered when sent. The notice address of C2SEC shall be support@c2sec.com (or such other address as is provided by C2SEC to you). Your address for the receipt of notices pursuant to these Terms shall be the current email address listed by you in your account profile. You also agree, unless you opt out, to receive marketing emails related to the Services.

12. Digital Millennium Copyright Act

C2SEC respects the intellectual property rights of others and expects users of the Site to do the same. We shall respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (DMCA). If you believe that your content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove content alleged to be infringing without prior notice and at our sole discretion. Our designated copyright agent for notice of alleged copyright infringement appearing on the Site is:

C2SEC, Inc.
Copyright
17408 NE 20th CT, Redmond WA 98052
support@c2sec.com

13. Repeat Infringer Policy.

In accordance with the DMCA and other applicable law, C2SEC has adopted a policy of terminating, in appropriate circumstances and at C2SEC’s sole discretion, access to those who are deemed to be repeat infringers. C2SEC may also, at its sole discretion, limit access to the Services

and/or terminate the user accounts of any users who infringe any intellectual property rights of others.

14. Trademarks

C2SEC™, C2Scan™, iScan™, and iRisk™ are trademarks of C2SEC and may not be used or imitated, in whole or in part, without the prior written permission of C2SEC. You may not use any metatags or any other hidden text utilizing said trademarks or any other name, or product or service name of C2SEC without our prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of C2SEC and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and logos displayed through the Services are the property of their respective owners.

15. WARRANTY DISCLAIMERS

THE SERVICES AND THE BACKGROUND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. C2SEC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICES AND THE BACKGROUND MATERIALS. C2SEC MAKES NO WARRANTY THAT (A) THE SERVICES OR THE BACKGROUND MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; (B) THAT THE SERVICES, ITS SERVER(S), OR ANY OF THE BACKGROUND MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (C) THAT ANY ERRORS IN THE SERVICES CAN OR WILL BE CORRECTED. C2SEC DOES NOT GUARANTEE THAT THE SERVICE WILL IDENTIFY ALL INSTANCES OF SECURITY VIOLATIONS, THREATS OR INTRUSIONS. CLIENT ACKNOWLEDGES THAT THE RESULTS OF THE SERVICE ARE DEPENDENT ON THE CLIENT’S ENVIRONMENT AND ARCHITECTURE AND CLIENT ASSUMES ALL LIABILITY FOR CLIENT’S ENVIRONMENT AND ARCHITECTURE.

16. Limitation of Liability

IN NO EVENT SHALL C2SEC OR ANY OF ITS AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS OR CONSULTANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH ANY USE OF THE SERVICES, THE BACKGROUND MATERIALS, OR ANY CONTENT OR DATA CONTAINED IN OR ACCESSED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES, LOSS OR INJURY (INCLUDING WITHOUT LIMITATION PERSONAL INJURY AND DEATH) CAUSED BY OR RESULTING FROM USE OF THE SERVICES, RELIANCE ON ANY INFORMATION OBTAINED FROM C2SEC, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF

FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO C2SEC' RECORDS, PROGRAMS OR SERVICES. THE AGGREGATE LIABILITY OF C2SEC, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SERVICES, SHALL NOT EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO C2SEC FOR ACCESS TO OR USE OF THE SERVICES

UNDER NO CIRCUMSTANCES SHALL C2SEC BE LIABLE IN ANY WAY FOR ANY USER CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY USER CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER CONTENT POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICES OR THIRD PARTY SITES. YOU ACKNOWLEDGE, CONSENT AND AGREE THAT C2SEC MAY PRESERVE AND DISCLOSE YOUR ACCOUNT INFORMATION AND USER CONTENT IF REQUIRED TO DO SO BY LAW OR IN A GOOD FAITH BELIEF THAT SUCH ACCESS PRESERVATION OR DISCLOSURE IS REASONABLY NECESSARY TO: (I) COMPLY WITH LEGAL PROCESS; (II) ENFORCE THE TERMS AND CONDITIONS OF THESE TERMS; OR (III) RESPOND TO CLAIMS THAT ANY USER CONTENT VIOLATES THE RIGHTS OF THIRD PARTIES OR VIOLATES THE LAW.

C2SEC SHALL NOT BE LIABLE FOR BREACHES OF SECURITY OF THE SERVICES.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

17. Compliance with Laws

You represent and warrant that your use of the Services shall comply with all local, state and federal laws.

18. Indemnification

You agree to defend, indemnify and hold harmless C2SEC, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post or your use of or inability to use the Services, including without limitation any actual or threatened suit, demand or claim arising out of or relating to the User Content, your conduct (including, without limitation, violations of rules and/or policies of schools, universities, leagues and other private organizations), your violation of these Terms and violations of the rights of any third party.

19. Term and Termination

These Terms shall continue until such time as either party terminates. You may terminate without cause by deactivating your account from your account settings. C2SEC has the right to terminate the Services without cause only by providing thirty days' prior notice to the email account listed by you in your user account information. In the event these Terms are terminated, C2SEC shall make available to you a file of your data for download for a period of thirty (30) days after termination. You agree and acknowledge that C2SEC has no obligation to retain your data, and may delete such data, thirty (30) days after termination. C2SEC may immediately terminate in the event of your material breach of the terms or conditions of these Terms. Any breach of your payment obligations or unauthorized use your account shall be deemed a material breach of these Terms.

20. Dispute Resolution

The validity of these Terms and the rights, obligations, and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Washington, without regard to conflicts of law principles. In the event of any controversy or claim arising out of or relating in any way to this contract, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of sixty (60) days, then either party may, by notice to the other party demand mediation under the mediation rules of the American Arbitration Association. If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator in Seattle, Washington. The arbitrator shall render a written opinion including findings of fact and law and the award and/or determination of the arbitrator shall be binding upon the parties, and their respective administrators and assigns, and shall not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration shall be shared equally by the parties. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings shall be concluded within ninety (90) days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit shall not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

Subject to the dispute resolution provisions of these Terms, the parties irrevocably submit and consent to the exclusive exercise of jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts in the State of Washington. The parties hereby irrevocably waive any and all objections w to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the State of Washington.

If a suit in law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

You agree that, by entering into these Terms, you and we are each waiving the right to participate in a class action or class arbitration. Each party to these Terms agrees and covenants that it shall not initiate any class-wide proceedings, including class actions or class arbitrations, against another party, and shall not act as a class representative or class member. This provision constitutes an agreement that any dispute shall be resolved exclusively on a bilateral basis between the parties, with each party acting in his/her/its individual capacity. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

21. Interstate Nature of Communications

You acknowledge that in using C2SEC Services you shall be causing communications to be sent through interstate telecommunications networks, which are governed by federal law pursuant to the interstate commerce clause of the US Constitution. Even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. You acknowledge that use of the service results in interstate data transmissions.

22. Assignment; Change in Control

These Terms may not be assigned by you without the prior written approval of C2SEC but may be assigned without your consent by C2SEC to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.

23. Severability

If any of these Terms should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

24. Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and C2SEC.

25. Waiver

No waiver of any term, provision or condition of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

26. Force Majeure

If the performance of any part of these Terms by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action,

labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

27. Entire Agreement

These Terms and the Privacy Policy, constitutes the complete and exclusive statement of the agreement between the parties with respect to the use of this site and any acts or omissions of C2SEC and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.