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These Terms and Conditions of Use ("Terms and Conditions") apply to your use of and registration with the site where such Terms and Conditions have been posted (the "Site").

PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING, BROWSING, OR OTHERWISE USING THE SITE, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND ABIS (AS DEFINED BELOW)

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site. If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

# RIGHT TO CHANGE, MODIFY OR DELETE THE TERMS AND CONDITIONS

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In these Terms and Conditions, the words "including" and "include" mean "including, but not limited to".

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otherwise uses the Content without ABIS' express written consent, or (c) uses the Content for commercial purposes. Furthermore, ABIS does not grant its consent for links to the Site where the linking party engages in any Prohibited Conduct (as described in these Terms and Conditions). We reserve the right to withdraw permission for any link at any time, in its absolute discretion, without giving any reason.

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From time to time, ABIS may offer to provide information or materials via e-mail or otherwise to interested persons. ABIS reserves the right, in its absolute discretion, to reject any requests for such information or materials, or to discontinue the provision of such information or materials to any person, for any reason whatsoever.

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You may not use the Site for any commercial purpose and may not distribute over the Site any solicitation of funds, goods and services. In addition, you may not use the Site to solicit subscribers to join other online information services that are competitive with the Site.

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ABIS prohibits the posting of any information or the use of the Site that infringes or violates the copyrights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to ABIS at the below address, giving a written statement that contains the following information: (a) an identification of the copyrighted work, the derivative works, if the case, arising from such copyrighted work and/or intellectual property right claimed to have been infringed; (b) an identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address, if available; (d) a statement that you have a good faith belief that, after a reasonable investigation, the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the applicable law; (e) a statement that

the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. ABIS will remove any posted submission that infringes the copyright or other intellectual property right of any person under U.S. law upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions. ABIS' contact for submission of notices under this section is: General Counsel, ABIS, LLC. (ABIS). 10220 South Dolfield Road, Suite 209, Owings Mills, Maryland 21117.

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When registering with or applying to ABIS you must provide accurate, complete, and current registration information and you agree to provide ABIS with any updates to that information promptly after such changes occur.

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You shall be responsible for obtaining communication services, computer equipment and other products or services necessary to access and use the Site. You shall be responsible for all charges associated with accessing and maintaining a connection to the Site including, but not limited to, charges imposed by an Internet service provider, or your local telephone company.

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Unless you elect otherwise by making the appropriate selection on the ABIS personal information page, ABIS shall have the right to disclose certain limited registrant information including, but not limited to, the registrant's name, e-mail and mailing address, to affiliates, partners and third party vendors for the purpose of providing registrants with information about products and services. ABIS shall also have the right to disclose aggregate information about registrant usage and demographics in a manner that does not reveal the personal identity of any individual registrant. ABIS shall have the right to send you electronic mail to inform you of changes or additions to the Site, or of any products and services of ABIS. For additional information, see the Privacy Policy of ABIS.

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ABIS may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

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# LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ABIS NOR ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, PAST OR PRESENT OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES ATTORNEYS, LICENSORS OR INFORMATION PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF ABIS, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

ABIS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ABIS' REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ABIS' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON ABIS' CHOICE OF LAW PROVISION SET FORTH BELOW.

### **INDEMNIFICATION**

You hereby agree to indemnify, defend and hold ABIS, and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, shareholders, investors, employees, agents, information providers, attorneys, representatives licensors and information providers (collectively, the "ABIS Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by ABIS or any ABIS Representative in connection with any claim arising out of any use or alleged use by you of this site or arising out of or in relation to any breach by you of the Terms and Conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. ABIS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate reasonably with ABIS' defense of such claim.

### CHOICE OF LAW

The Terms and Conditions shall be construed in accordance with the laws of the State of Maryland, without regard to conflict of laws principles.

# **ENTIRE AGREEMENT**

The Terms and Conditions constitute the entire agreement between you and ABIS with respect to the subject matter hereof, and supersede all previous written or oral agreements between you and ABIS with respect to such subject matter.

# NO AMENDMENT OR WAIVER

The Terms and Conditions may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default, unless such a waiver is in writing and signed by an authorized representative of ABIS.

### TRANSFERABILITY

You may not assign these Terms and Conditions without ABIS' prior written approval.

ABIS may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of ABIS' equity, business or assets; or (iii) a successor by merger.

Any purported assignment in violation of this section shall be void.

### NO PARTNERSHIP

No joint venture, partnership, employment, or agency relationship exists between you and ABIS as a result of those Terms and Conditions or use or visit of the Site.

# PARTIAL INVALIDITY

struck and the remaining provisions shall be enforced to the fullest extent under law.

If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be