

Privacy Policy

Effective Date: February 1, 2023

Introduction

Hexient Solutions, LLC (“Hexient” “We”, “Us”, “Our”, “Company”) takes pride in effectively addressing your potential concerns regarding the use of personal information we collect from you through our website (the "Website") and alternate plug-ins that exchange information with the Hexient Application ("Application"). (The Website and Applications are sometimes collectively referred to as “services” for coherence purposes). Hexient takes your privacy earnestly, and we have put into effect this privacy policy (the "Privacy Policy") in addition to strong internal policies and best practices to keep your information secure. This Privacy Policy goes over Hexients treatment of the Personal Information we collect when you use our Services. The Privacy Policy also outlines the options available to you regarding how we use your personal information and how you can acquire and update this information. This Privacy Policy is incorporated into our Terms of Service, and therefore governs your use of our Services. By using Hexients services, you agree to adhere to the terms of this Privacy Policy. If you have questions, comments or concerns about the Privacy Policy, please feel free to contact us at support@hexientsolutions.com

Information Collection

Information you provide to us

Personal Information

- When beginning to use our services, we will generally collect personal information from you, such as, but not exclusive to, your first and last name, e-mail address, as well as your username and password information when you create an account to log in to our services (“Account”).
- In order to fulfill transactions, we will collect payment information necessary to for the completion of these transactions, which include, but are not exclusive to, your name, credit card information, and billing information.
- If you provide us with any form of feedback or other form of contact using email, we will retain your name and email address, as well as the information and content included in the email, enabling us to reply to your message.
- If you have created an Account and upload any information related to the use of the services, we will collect that information and content in order to fulfill the services you request.
- If you sign up for our newsletter or other promotional campaigns related to our services, we will collect your email address.

- If you participate in any promotional campaigns on our Services, we may ask you for your e-mail address and/or a phone number to contact you regarding the outcomes of these campaigns.
- At other points throughout the use of our Services, we may also ask and collect personal information that state that personal information is being collected.

Testimonials

In order to further promote our services, we may display testimonials of current or previously served satisfied customers. In these testimonials, we will request your stated consent as part of the survey. If you do provide us with a testimonial and wish to revise or delete your testimonial, you may reach out to us at support@hexientsolutions.com. Additionally, we may showcase customer reviews. If you provide a review that we showcase and wish to revise or delete this review, you can reach out to us at support@hexientsolutions.com.

Information we collect via technology

Log Files & Traffic Data

When you access and use Hexient Services, we log information about you including your Internet Protocol (“IP”) address, referring/exit pages, data/time stamps, and clickstream data access times, browser type and language, Internet Service Provider (“ISP”), and the Web pages that you visit (collectively “Visitor Information”). The Website may utilize this information to aggregate traffic data about the various groups of visitors who use the website at any one point in time (collectively “Traffic Information”). This Traffic Information may subsequently be used to analyze Website traffic, however there will be no examination of Personal Information during this process. Additionally, this Traffic Information may be used to assess and remediate challenges with our server or to display content according to your stated or unstated preferences. This Traffic Information may also be shared with partners of Hexient, affiliates, or advertisers in an aggregated and anonymized format.

Usage Information

In using Hexients Services, we may monitor your connected user activity and may collect information about how you use these Services, which may include the applications and features you use, the websites you visit, the information you access, download, or share, and any actions taken with this access and use of our Services.

Cookies

Similar to most online services, we use cookies to collect information. There are two types of Cookies that we may use: Session Cookies, which will expire upon the closure of your web browser, as well as Persistent Cookies, which will remain on your computer until you delete them to provide you with an enhanced experience on our Services. The collection of this

information is used to enhance the experience you have with our Services and to fulfill your various needs with our Services.

3rd Party Tracking

We may employ a variety of third party services providers to analyze how people use our services ("Analytics Companies). These Analytics Companies may also use Cookies to collect information, which may include, but are not exclusive to, the frequency of Website visits, the specific features that are used when the Website is visited, and what sites the user may have used prior to entering our Website. This information is subsequently used to improve our Website as well as the Services we provide to you. These Analytics Companies may collect your IP address on the date you visit the Services, rather than your personal information. In working with these Analytics Companies, we do not amalgamate the information they provide to us with other personal information that we may have collected otherwise. This Policy does not apply to and we are not responsible for the Cookies used by these Analytics Companies.

Use of Information

Common Use Cases

- Assistance in creating and securing your Account on our servers.
- The identification of you as a user in our system
- To augment the administration of our Services and Website
- To supply and implement your requested Services
- To enhance the standard of your experience when using and/or interacting with our Website and our Services.
- To distribute an email to authenticate your ownership of the submitted email address during the Account creation process.
- To send you administrative email notifications related to the use of our Services, which may include, but are not exclusive to product maintenance, product security and/or support.
- To enhance the overall experience that you have with our Services by improving our understanding of your desires and interests with our Services
- To respond to your questions related to the use of our Services, opportunities for employment, or other requests.
- To distribute promotional materials related to our Services in addition to other marketing campaigns the Company.

Information Disclosure

Third Party Service Providers

We may engage outside companies, contractors, and/or other outside entities ("Third Party Service Providers") to complete a wide array of services on our behalf or to assist and/or enable us with providing our services to you. For example, we may contract external Third Party Service Providers to process transactional and payment information on our behalf. Additionally, we may also engage Third Party Service Providers to augment our business practices, which include, but are not exclusive to, marketing, IT, legal, customer service, and other functional Third Party Service Providers. For example, we may engage Service Providers to process credit card transactions or other payment methods. These Third Party Service Providers may have access to your information insofar that it enables them to perform their solicited tasks on our behalf, for which they remain under obligations similar to those in this Privacy Statement. When engaging these Third Party Service Providers, we require these Third Party Service Providers to exercise reasonable protocol to keep any information that we provide to them safe and secure. However, we never authorize them to use or disclose your personal information except in connection with providing their services.

Order Processing

Hexient, with the assistance of Third Party Service Providers, may use your Personal Information to process your payments in addition to generating the products and services that you purchase from Hexient. Your personal information and contact data may be used in order to follow up with you on transactions related to our Services, in response to any queries made through our Services, to inform you of changes in our Services, and/or to send you any other consequential information about Hexient and its products and services.

Compliance with law

We may provide your info to a third party under the following circumstances a) we think that disclosure of your information is reasonably necessary in order to comply with applicable laws, regulations, legal proceedings, or at the request of the government b) to enforce any or all of our policies, Terms, or agreements, c) to protect Hexient Services d) to protect Hexient, or our customers from public harm or illegalities, e) to respond to an emergency that we believe requires us to disclose information or f) to any other third party with your prior consent.

Links

We may place links on the Hexient Services. In the event that you click on one of these links that we've placed that direct you to a third party website via a link on our website, your activity and use on the linked website will subsequently be governed by that website's privacy policies and terms of services, not by the Privacy Policy and Terms of Service of Hexient. When exploring a

linked site from our site, we strongly recommend reviewing their privacy policy and terms of service.

Your Optionality Regarding Your Information

Promotional Communications

Once you sign up for our Services, we will send you promotional information via email directly related to our products and the use of our Services. Upon receipt of any of our promotional communications, you retain the optionality to stipulate your preference to halt any further promotional communications from Hexient by “opting out” through the specified unsubscribe instructions in the email you receive or by calling us directly. In addition to our promotional communications, no matter your indicated preferences, we may send you messages and service related notifications that involve the administration of our products and Services, which may include, but are not exclusive to, updates, security notifications, or any changes in our Privacy Policy or Terms of Service.

Account Information and Retention

In order to provide you Hexient Services, Hexient will retain some, if not all, of the personal information that you provide to us so long as your account exists and/or what is required to provide you the Service. This may include, but is not exclusive to, customer service and support. Additionally, we will retain any and all customer or user information if it is reasonably necessary to comply with our greater legal obligations, resolve disputes, meet regulatory requirements, prevent fraud or abuse of the Services, or enforce the terms in our agreements. Hexient may retain and handle some or all of this information in our archives even after it has been removed from our Website.

Cookies

As previously stated, most if not all web browsers are automatically set to accept cookies. Upon the indication of your preference, you may be able to reset your browser to remove or reject cookies, or at the very least prompt you before accepting a cookie. If you do make the decision to remove or reject any of these cookies, this may affect the availability and/or functionality of Hexient Services.

Changing or deleting your personal information

Once you have provided your personal information to Hexient via your account, you will retain the option to change any of this Personal Information through the settings tab within your Account or by contacting us via email. Additionally, once you have provided Us your Personal Information, you have the option to request that We delete your Personal Information, and we will be sure to use commercially reasonable efforts to abide by this request, however, it should be noted that we may be required to keep such information and not to delete it for a certain

amount of time, for which we will comply with your request once that requirement has been fulfilled. Upon deletion of any information, all data will be removed from Our active database, but may remain in our archives or backups. Additionally, We may also retain your information for fraud prevention or similar purposes.

Security: How we protect your data

With the recognition that no service is 100% secure and impenetrable, Hexient takes reasonable measures to protect your personal information, whether that be from loss, theft, misuse, unauthorized access, disclosure, alteration, and/or destruction. Sensitive information that is provided to us is protected with some form of encryption, such as Secured Socket Layer (SSL) protocol, during transmission over the Internet.

Access to your Account and further account information is provided only through the use of an individual user ID and password. To maintain the integrity of this Personal Information provided to Hexient, you must take reasonable means to keep your password confidential and to refrain from disclosing this sensitive information to any other person or entity. In the event that your Account information has been compromised, please notify Hexient immediately through the provided communication channel. Please advise us immediately if you believe your password has been misused.

If you have any questions about the security of your personal information, you can contact us at support@hexientsolutions.com

Protection for Children

We do not intentionally gather personal information from visitors who are under the age of 16. In the event that a child under the age of 16 offers their personal information to the Company and we discover that this information is of a child under the age of 16, we will attempt to delete that data as soon as possible.

Changes to this policy

To reflect our constant commitment to privacy and security, we may periodically update this Privacy Policy with changes regarding our privacy and information practices. In the event that we do make any material changes to this Privacy Policy, you will be notified with reasonable time before the updated Privacy Policy goes into effect. We encourage you to check in on this Privacy Policy on a reasonably regular basis to review the newest information on our privacy practices.

Contact us

If you have any questions, comments, or disputes regarding our privacy practices, we encourage you to reach out to us via preferred communication channels: support@hexientsolutions.com

Terms of Use

Welcome to the Hexient Solutions, LLC (“Company”, “Hexient”) Terms of Service (“Terms”) statement! In using this website (the “Website”) or any applications (“Applications”) that are the property of Hexient, you agree to follow and be bound by these Terms. Additionally, you agree to comply with all applicable laws and regulations. In these Terms or Service, the words “you” and “your” refer to each customer, Website user, and application user. “We”, “us”, and “our” refer to Hexient and “Services” refers to all services provided by Hexient.

If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising Hexient that you have the authority to bind that organization to these Terms unless that organization has a separate paid contract in effect with us.

Hexient is a cloud-based skills assessment platform. We help companies assess and evaluate the skills of their existing and prospective workforce to inform critical talent decisions. Since we are a cloud-based software company, our products and Services are accessible through the Internet and through various devices.

It is your responsibility to review these Terms. If you do not agree with the Terms laid out in this document, or you find the Terms unacceptable in any way, please do not use the Website or Application. The Terms of Service laid out in this document may be revised and updated without notice to you. If you have any questions about these Terms of Service, please contact us at support@hexientsolutions.com

Assessment Terms

Hexient Assessments (“Assessments”) are provided by Hexient via an online web application designed to assess important skills for job selection purposes. Use of assessments is determined by Employers (the “Employer”) and who assessments are sent to, the Candidates (the “Candidate”), is determined by Employers.

In order to take an Assessment, Candidates may be required to create a temporary login and password. Account information you submit with Hexient falls under the same provisions of the Privacy Policy and Terms of Service on our website. Employers will use the Hexient application

to enter in Candidate information, distribute Assessments, and gain access to individual assessment results.

Employers and Candidates acknowledge that the Assessments provided by Hexient are designed to assess a very specific set of skills that do not encompass the entirety of knowledge, skills and abilities required to do a job. Whether a particular skill and/or assessment is relevant for the job being applied for is decided solely by the Employer sending the Assessment.

Hexient is not responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any other equivalent state act, this responsibility falls under the discretion of the Employer sending the Assessment. If any Candidate requires accommodation, they can indicate this to the Employer to provide.

Candidates receiving or responding to an Assessment delivered by an Employer does not guarantee a job or job offer, or any other responsibilities (i.e. communications, salary levels, responses, interviews) by the Employer.

Employers agree to having Candidate consent before sending an assessment to them.

Hexient does not guarantee that any Candidate will receive, access, read or respond to any Assessment, or that there will be no mistakes in the transmission of the data. However, Employers may be notified if such events do occur.

Employers agree that the Employer has made the determination to use Assessments provided by Hexient as one method of screening in their broader application process, and the Assessments serve as relevant to the job they are hiring for. Employers agree that they are solely responsible for the use of Assessments and responses in compliance with the law.

Hexient reserves the right to change any Assessment or the questions asked within an Assessment at any time for any or no reason.

Hexient assumes no responsibility and disclaims all liability in regards to the content, accuracy, validity, completeness, legality, reliability, or availability of the Assessments

Candidates agree that by taking an Assessment provided by Hexient that any and all information provided via the Assessment may be used to influence an Employers selection decisions. An Employer is the sole party to determine whether a Candidate is qualified for the position they are applying for or not, regardless of what the Hexient Assessment results indicate.

Employers agree that Hexient retains no responsibility in regards to selection decisions and/or Candidate communications

Employers and Candidates agree that you shall not access or use Assessments provided by Hexient for any directly or indirectly illegal, discriminatory, threatening, abusive, fraudulent, or otherwise objectionable purposes.

Hexient is not a third party to or liable for any agreements between an Employer and Candidate.

Employers agree to keep all information gleaned from the Hexient application confidential, only to be used by employees within your organization, namely the Human Resources department and those in charge of selection decisions related to the Assessment.

EEOC

The Design and Development of Hexient Assessments (“Assessments”) is rooted in I/O psychology and decades of hiring research. The Assessments have been designed with reference to the Equal Employment Opportunity Commission (EEOC) and the Uniform Guidelines on Employee Selection Procedures (UGESP). Hexient has taken great effort in attempting to help companies mitigate any bias and discriminatory behavior in assessments, including measures to attempt compliance with the Equal Employment Opportunity Act of 1972, Title I of the Americans with Disabilities Act (ADA), and The Age Discrimination in Employment Act (ADEA).

Hexient takes great measure in using a standardized process in the development of Assessment content. This includes various forms of compliance with the above doctrines, such as job analysis, identification of KSAOs, and leveraging Subject Matter Experts. Job Analysis information was primarily gleaned from the US government database of US jobs (ONET). Through this job analysis, Hexient is able to better determine the KSAOs that are deemed to be important for success in a particular role. Hexient also engages subject matter experts in the roles for which the Assessments have been designed to be applied to.

As mentioned above, Hexient puts great effort in assuring quality of assessments and compliance with doctrines and guidelines such as the Uniform Guidelines. As part of this effort, for each Assessment that Hexient creates, we take great measure in attempting to establish Assessment validity, reliability, and fairness. This helps Us verify the quality, effectiveness, and reliability of Assessment. This is done through industry best practices in I/O psychology to determine Content Validity (SMEs determine the extent to which an item is relevant to the job and skills in question), Criterion Validity (Assessment performance is compared to existing performance measures), Reliability, and various dimensions of Fairness.

Hexient will also undergo vigorous testing to assure product quality and mitigate against any unwanted affects resulting from assessment completion, such as discriminatory results in areas such as gender, race, age, and others. If any group differences are found during our analysis, assessment content will be redesigned and retested so it can be adjusted and Fairness can be assured.

Test Administration is up to the sole discretion of Employers who are customers of Hexient and are using the Hexient application. However, Hexient does recommend to Employers/Customers various best practices to ensure fair test administration, such as, but not excluded to, creating a standardized testing experience. The Assessments themselves have been developed to assure standardization across assessment takers, including standard instructions, questions, pre established time limits.

As Hexient is continually in the process of improving assessment quality, Employers recognize that each Assessment may not accurately represent the applicant's actual level of competency in the respective skill areas Hexient purports to assess. Hexient Assessments have not yet been validated using a larger population of test takers, although we are in the process of doing this and continuously improving assessment quality. Companies who use Assessments provided by Hexient and are Hexient customers are fully and solely responsible for ensuring adherence to the EEOC guidelines and other applicable employment law to mitigate risk against any form of discrimination or negative hiring outcomes. Companies are also responsible for offering other forms of screening and candidate evaluation aside from Hexient Assessments, and agree that Hexient Assessments measure a specific set of skills that do not cover the entirety of job skills required for success in that role. The Employer is fully and solely responsible for Candidate accommodation in regards to compliance with the Americans with Disabilities Act or any equivalent. The Employer agrees to indemnify Hexient for any and all claims arising out of an Employer's use of a Screening Tool, including any claims that any screening tool does not comply with any form of Employment law or the above doctrines and guidelines stated.

Company's are responsible for determining the appropriateness of the Assessment instrument for the job in the selection process, understanding the scope of the assessment effectiveness, and using the assessment in accordance with relevant EEOC recommendations and Employment law.

Account Information

In order to obtain access to use the Services provided by Hexient through our Site or Applications, you will be asked and required to provide accurate and complete Account ("Account") information through a registration form to be completed on our Website. In

completing this registration process, you will be tasked with providing a username and password that will be associated with your Account, for which you will maintain the responsibility for confidentiality. When registering for the users of these Services, you will not be allowed to use a third party's account, username, or password at any point in time. If this information becomes compromised at any point in time or there has been unauthorized use of your account, you agree to notify Hexient as soon as you are aware. Hexient won't be held liable for any losses that may be incurred resulting from someone else's use of your Account or password, with or without your knowledge. However, you may be held liable for any losses incurred by hexient, our officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account or password.

Ownership

This Website and related Applications are owned and operated by Hexient. All trademarks, copyrighted information, logos and service marks ("Marks") displayed on the Website are our property or the property of third parties. You are not permitted to use these Marks without the Marks' owner's prior written permission.

Third Party Links

The Site may contain links to websites that are owned and/or operated by third parties. Such websites are not under our control. We provide these links only as a convenience and we do not review, approve, monitor, endorse, warrant, or make any representations with respect to such websites. We are not responsible for such websites' content or for any link(s) they may contain.

Privacy

In order for Hexient to operate and adequately provide the Services, we collect some types information about you. We use and protect that information as described in our Privacy Policy. You acknowledge that your use of Hexient Services is subject to our Privacy Policy and understand that it identifies how Hexients handles certain information.

Warranty

TO THE EXTENT NOT PROHIBITED BY LAW, HEXIENT AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G. WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT), AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

Indemnification

To the extent not prohibited by law, you will defend Hexient against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content or information provided by you, or your use of the Services: (a) infringes a registered patent, trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Hexient's actions); or (b) violates applicable law or these Terms. Hexient will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

Limitation of liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD HEXIENT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF IRONCLAD HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF HEXIENT, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Suspension or Termination of service

You acknowledge that Hexient retains the right to refuse service to anyone and to cancel user access at any time in our sole discretion. Upon suspension or termination of your Account, you may no longer have access to the Services.

Fees

In obtaining the Services provided by Hexient, you agree to pay the fees ("Fees") as quoted to you when that purchase of the Service is made. We will calculate taxes payable by you based on

the billing information you provide to use at the time of purchase. You will be held responsible for all charges related to using the purchased Services and you agree to pay the Fees in the currency that was quoted to you by Hexient at the time of Purchase. Hexient will reserve the right to change prices at any point in time, however, we will abide by any contracts that have been previously agreed upon until the termination of the contract in question before changing said pricing. If Hexient changes pricing for the Services and you do not agree to these prices, you must stop using the Services. If you cancel the use of the Services, your Service will end at the end of your current Service or payment period, and no refunds for previously paid services will be allowed.

Billing/Payment

All Hexient Services provided require payment. You must provide Hexient with current, complete, accurate, and authorized payment method information. By doing this, you authorize Hexient to charge your provided payment method for the Services provided. Hexient retains the right to bill 1) in advance; 2) at the time of purchase; 3) shortly after purchase; 4) on a recurring basis for subscription Services. In the event and to the extent that Hexient does not receive your payment, to bring your account up to date, we may bill you simultaneously for both past due and current amounts. You agree that failure to pay any charges or fees associated with Hexient Services may result in the suspension or cancellation of your Services.

Changes to these terms

We reserve the right to modify these Terms. If any material changes are made to these Terms, we will notify you via the Services or by email to the address associated with your account. If you do not accept these changes, then you must stop using the Services provided by Hexient by cancelling your account. Your continued use of our Services subsequent to a published notice about our changes to these terms indicates that you consent to the updated terms.

Use by minors

You agree that by using the Site, any Applications, and the Services you are at least 18 years of age and you are legally able to enter into a contract.

Governing Law

These Terms of Use and any related action will be governed and interpreted by and under the laws of the State of Michigan, without regard conflicts of laws, principles or rules. Venue for any dispute arising out of these Terms of Use will be the state courts located in Metro Detroit, MI or the federal courts of the United States, and each party (you and Hexient) consents to personal

jurisdiction to such court(s) and also waive any right it may otherwise have to challenge the appropriateness of such forums.

Acknowledgement

BY USING HEXIENT'S SERVICES OR ACCESSING THE HEXIENT SITE OR APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.