

Website Terms of Use

Effective Date:

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Lumina Datamatics, Inc. ("**Company**", "**Lumina**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of marschecker.com, including any content, functionality and services offered on or through marschecker.com (the "**Website**"), whether as a guest or a registered user. In the event you are working for or on behalf of a publisher or any entity, you further represent and warrant that you are authorized to accept these Terms of Use on such publisher's or entity's behalf and that such publisher or entity agrees to indemnify Lumina for violations of these Terms of you, you acknowledge and agree to the terms and conditions of our User Agreement, which prevails over the terms and conditions of these Terms of Use.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at marschecker.com/privacy, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. The English language version of the Agreement will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security and Registration

We reserve the right to withdraw or amend this Website, and any service or material we provide on or through the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website, and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. You may access the complete range of offerings, by either registering for an account or by using a third-party authentication service. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy marschecker.com/privacy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. In the event you desire to purchase or make use of the offerings as available on the Website, then you shall choose to purchase such offerings by either registering for an account or by using a third-party authentication service.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You agree to accept responsibility for all activities that occur under your account.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Ownership of the Website and its contents

The Website is owned by Lumina. Unless otherwise indicated, its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Lumina, its licensors or other providers of such material. The Website and its contents are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Use of Website

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You are specifically prohibited from: (a) downloading, copying, or re-transmitting any or all of the Website content without, or in violation of, a written license or agreement with Lumina; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Website content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any Lumina product or service if you are not expressly authorized by such party to do so; (e) reverse engineering, altering or modifying any part of the Website content; (f) circumventing, disabling or otherwise interfering with security-related features of the Site or any system resources, services or networks connected to or accessible through the Website; (g) selling, licensing, leasing, or in any way commercializing the Website content without specific written authorization from Lumina; and (h) using the Website content other than for its intended purpose. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes. You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the internet, data, e-mail, privacy, and the transmission of technical data exported from the United States or the country in which you reside.

Trademarks

The Company name, the terms the Lumina and Mars logos and all related names, logos, product and service names, designs and slogans are trademarks of Lumina or its affiliates or licensors. You must not use, copy or imitate, such marks without the prior written permission of Lumina. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our then applicable content standards.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate Lumina, a Lumina employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Lumina or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any content or materials posted by you on or through the Website, for any or no reason in our sole discretion.
- Take any action with respect to any content or materials posted by you on or through the Website, that we deem necessary or appropriate in our sole discretion, including if we believe that such content or materials violates the Terms of Use, including the content standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for Lumina.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS LUMINA AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. FURTHER, YOU WAIVE AND HOLD HARMLESS LUMINA AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS, DAMAGES, LIABILITIES, COSTS, LOSSES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES) ARISING FROM OR RELATING TO ANY USER CONTRIBUTIONS, INCLUDING WITHOUT LIMITATION FEEDBACK OR COMMENTS.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Copyright Infringement

If you believe that any material on the Website infringes upon any copyright that you own or control, please send a notice of such copyright infringement to our Corporate Legal Counsel at: divya.kumat@datamatics.com.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy marschecker.com/privacy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.

- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OR SERVICES, INCLUDING WITHOUT LIMITATION PUBLISHER SERVICES, OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER LUMINA NOR ANY PERSON ASSOCIATED WITH LUMINA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, SERVICE CONTRACTS, OR ANY PUBLISHER SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER LUMINA NOR ANYONE ASSOCIATED WITH LUMINA REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. LUMINA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

Limitation on Liability

IN NO EVENT WILL LUMINA, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OR SERVICES OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION PUBLISHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnification

You agree to defend, indemnify and hold harmless Lumina, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, the Publisher services, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Choice of Law

These Terms of Use, and any claim will be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions.

Informal Dispute Resolution

Before serving a demand for arbitration of a claim, you agree to first notify Lumina of the claim at Attn: Divya Kumat at 4 Collins Avenue, Plymouth, MA 02360; or by email to divya.kumat@datamatics.com, and Lumina agrees to provide to you a notice at your email address on file (in each case, a "Notice") and seek informal resolution of the claim. Any Notice from you must include your name, pertinent account information, a brief description of the claim, and your contact information, so that we may evaluate the claim and attempt to informally resolve the claim. Any Notice from Lumina must include pertinent account information, a brief description of the claim, and Lumina's contact information, so that you may evaluate the claim and attempt to informally resolve the claim. Both you and Lumina will have 60 days from the date of the receipt of the Notice to informally resolve the other party's claim, which, if successful, will avoid the need for further action.

Mandatory Binding Arbitration and Class Action/Jury Trial Waiver

This Mandatory Binding Arbitration and Class Action/Jury Trial Waiver provision ("Arbitration Provision") applies to all Users.

A. Arbitration Rules & Conduct.

- (a) Any claim arising out of these Terms of Use or any alleged breach of these Terms of Use shall be settled by binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association ("AAA"), including the Optional Rules for Emergency Measures of Protection. The arbitration shall be held in Columbus, Ohio. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

- (b) The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs.
- (c) The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, and senior management and to family members of a party who is an individual.
- (d) The arbitrator shall require exchange by the parties of documents relevant to the issues raised by any claim, defense, or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense, or counterclaim, with due regard for eliminating undue burden and expense and the expedited and lower cost nature of arbitration. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the claim. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator.
- (e) This Arbitration provision applies to any claim the parties may have and survives after your relationship with Lumina ends.

B. Interpretation and Enforcement of this Arbitration Provision

This Arbitration Provision is the full and complete agreement relating to the formal resolution of claims. For the avoidance of doubt, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of these Terms of Use or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in subsection C, below, of this Arbitration Provision is deemed to be unenforceable, you and Lumina agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

C. Class Action and Jury Trial Waiver

This arbitration provision affects your ability to participate in class, collective or representative actions. Both you and Lumina agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such class, collective, representative or private attorney general proceeding ("Class Action Waiver"). The Class Action Waiver does not prevent you from bringing a claim in arbitration as a private attorney general solely on your own behalf and not on behalf of others.

Notwithstanding any other portion of this Arbitration Provision or the AAA Rules, the arbitrator will have authority to hear any claim on a class, collective, or representative basis if, only if, and only to the extent that, the arbitrator determines that the waiver of such class, collective, or representative claim is unenforceable. You and Lumina agree that you will not be retaliated against, disciplined or threatened with discipline as a result of exercising any rights under Section 7 of the National Labor Relations Act by filing or participating in a class, collective or representative action in any forum. However, Lumina may

lawfully seek enforcement of this arbitration provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

D. Right to Opt Out of Arbitration and Class Action/Jury Trial Waiver.

You may opt out of the foregoing arbitration and class action/jury trial waiver provision of these Terms of Use by notifying Lumina in writing within 30 days of the date you first registered for the Website. To opt out, you must send a written notification to Lumina ATTN: Divya Kumat (divya.kumat@datamatics.com) that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions.

Waiver and Severability

No waiver of or by Lumina of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Lumina to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and, our Privacy Policy, and User Agreement, if applicable, constitute the sole and entire agreement between you and Lumina with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Lumina Datamatics, Inc. All notices of copyright infringement claims should be sent to: divya.kumat@datamatics.com. All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: Divya Kumat at 4 Collins Avenue, Plymouth, MA 02360, or via email to: divya.kumat@datamatics.com.