Terms of Use

24 DATA, Inc. (referred to as the "company", "we", "us" or "our", as applicable) provides you with access to this website located at www.24data.com (the "site") subject to these terms and conditions of use ("terms and conditions"). Please read these terms and conditions carefully before using the site. These terms and conditions govern your use of this site. By accessing and using this site, you acknowledge that you have read and agree to be bound by these terms and conditions and any updates hereto. If you do not wish to be bound by these terms and conditions, do not access or use this site.

Scope

These Terms and Conditions govern your use of this Site and all applications, software and services (collectively, "Services") available on this Site, except to the extent such Services are the subject of a separate agreement.

Age

Only persons who are over the age of majority and who can form legally binding agreements may use this Site.

Laws and Regulations

Your use and access of this Site is subject to all applicable federal, state and local laws and regulations.

Violation of Terms and Conditions

We reserve the right to seek all remedies at law and in equity for violations of these Terms and Conditions, including the right to block access to this Site from a specific IP address.

Modifications

We may revise and update these Terms and Conditions at any time. Your continued usage of the Site after any changes to these Terms and Conditions means you accept those changes. Any aspect of the Site may be changed, supplemented, deleted or updated by us with or without notice at our sole discretion.

Content

The contents of this Site, including its "look and feel" (e.g. text, graphics, logos, images, and button icons), HTML code, editorial content, notices, software and other materials (collectively, the "Content") is protected by United States patent, trademark and other laws. The Content belongs to us or to other parties as indicated. You may not modify, copy, distribute, transmit, display, publish, sell, license, create derivative works from or use any Content available on or through the Site for commercial or public purposes without the express written permission of the Company. You may print or download a copy of the Content for your personal use as long as you keep intact all copyright and other proprietary notices. All rights not expressly granted herein are reserved to the Company and its licensors.

Linked Sites

The Site may include links to third party websites and resources from time to time. The inclusion of any such link is provided solely as a convenience to you, and we make no representations or warranties regarding any such linked site or any content or services provided at such linked site.

Use of "Cookie" File Features

We reserve the right to store information on your computer in the form of a "cookie" or similar file for purposes of modifying the Site to reflect your preferences. <u>Cookie</u> <u>Disclosure</u>

User Submissions

Any personal information you submit to us via this Site is governed by the Privacy Policy. We do not accept ideas, concepts, inventions or techniques for new services through the Site ("Submission"). If such Submissions are submitted by you through this Site or via email, you agree that such Submission is non-confidential for all purposes. You automatically grant, or warrant that the owner of any content or intellectual property contained in the Submission, including but not limited to personal information belonging to another individual, has expressly granted to us a royaltyfree, perpetual, irrevocable, worldwide, nonexclusive license to use, communicate, reproduce, modify, display, distribute, publish, translate and exploit such Submission in any media or medium, or any form, format, or forum now known or hereafter developed.

Warranty Disclaimer

This site, including without limitation, any information, content and services made available on this site, are provided "as is." The company makes no representations or warranties of any kind or nature whatsoever regarding:

The content or services of the site or links to other outside web sites;

or

The accuracy, completeness, security, availability or timeliness of the content, information or services provided on or through the use of the site.

The company, to the fullest extent permitted by law, disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement and fitness for a particular purpose. The company does not represent or warrant that your access will be uninterrupted or error-free, that defects will be corrected, or that the site or the material accessible from the site are free of viruses or other harmful components.

Limitation of Liability

The company is not liable for any direct, indirect, incidental, special, or consequential damages, losses or expenses arising in connection with this site or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, delay, defect in operation or transmission, computer virus or line or system failure, even if the company has been advised of the possibility of such damages.

Indemnity

You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, and agents from all claims and against all losses, expenses, damages and costs, including reasonable attorney fees, arising out of or related to your access or use of the Site or the Services offered through the Site, your inability to access or use this Site or the Services offered through the Site, or use by a person accessing the Site using your name and password.

Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of Florida, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Florida for the resolution of any disputes.

Governing Language

To the fullest extent permitted by law, the controlling language for these Terms and Conditions is English. Any translation of these Terms and Conditions has been provided for your convenience only.

General

To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as modified, will remain in full force and effect. This is the entire agreement between you and us relating to the subject matter herein.

Please print or download a copy of these terms and conditions for your records.