

Spex CertiPrep Terms of Use

September 12, 2017

Welcome to the Web Site of Spex CertiPrep (the “Company”). This Web Site (the “Company Web Site” or the “Web Site”) provides general information to users and registered customers about the Company, the products offered by the Company (the “Products”) and its services. The services offered by the Company include the Company Web Site, downloadable Safety Data Sheets (SDS), Live Chat support, a variety of online services available to registered customers and other services offered by the Company either in connection with the Web Site or independently thereof (collectively, the “Services”). Where appropriate, the term the “Company” refers both to the Company and its affiliates.

All users of the Company Web Site, including registered customers, are subject to the following terms and conditions of use (these “Terms of Use”).

This Terms of Use Agreement (“Agreement”) sets forth the legally binding terms for your use of the Services, Products and Web Site. All users of the Services, the Products and the Web Site are subject to this Agreement. You are only authorized to use the Services, Products and Web Site (regardless of whether your access or use is intended) if you agree to abide by all applicable laws, rules and regulations by this Agreement. **By using the Services, Products or Web Site, you agree to be bound by this Agreement, as amended from time to time, as well as the Company Privacy Policy**, whether you are a “Guest” (which means that you simply browse the Web Site without registering) or you are a “Customer” with a customer account (which means that you have registered as a customer through the Web Site or otherwise). The term “User” refers to a Guest or a Customer.

The information presented on or through this Web Site is made available solely for general informational purposes and the Company does not warrant the accuracy, completeness or usefulness of this information. Unless otherwise explicitly stated in the Web Site, any reliance you place on such information is strictly at your own risk.

The Company may modify this Agreement from time to time without notice and any such modification shall be effective upon posting by the Company on the Web Site. The Company shall indicate at the top of this page the date these terms were last revised. You agree to be bound by any changes to this Agreement when you use the Services, Products or Web Site after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

The Company’s use of your personal information and your responsibilities in connection with protecting your privacy are described in the Company [Privacy Policy](#) which is incorporated by reference into this Agreement. **Please read this Agreement carefully as it contains important information regarding your legal rights and obligations. If you object to anything in this Agreement (as amended from time to time), including the Privacy Policy and Terms of Sale, or are dissatisfied with the Web Site or Services, your sole and exclusive remedy is to discontinue using the Web Site of the Services.**

- 1. Eligibility; Authorization.** Use of any part of the Services, Web Site or Products is void where prohibited. By using the Services, Products and/or Web Site, you represent and warrant that (a) all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; (d) you have the authority to enter into this Agreement; (e) your use of the Services, Products and/or Web Site does not and will not violate any applicable law, regulation or agreement; (f) your use of the Products will be in compliance with industry best practices and all applicable safety standards, including, without limitation, those specified in any applicable documentation and Safety Data Sheets (SDS); (g) no Product will be used for any cosmetic, drug, food, or household application; (h) all Products will be handled only by qualified individuals trained under state and federal guidelines, including OSHA regulations, and familiar with procedures suitable to the Products ordered; (i) you will maintain all necessary records regarding your ordering and receipt of Products; and (j) you will promptly notify us if you do not receive any required SDS and will ensure that each required SDS is appropriately posted. Users may not have more than one active Customer account.
- 2. Term.** This Agreement shall remain in full force and effect while you use the Services, Products or Web Site or are a registered Customer. You may terminate your Customer registration at any time, for any reason, by following the cancellation instructions on the Web Site or by contacting us as specified below. The Company may terminate your Customer registration at any time, without warning. Certain provisions of this Agreement will remain in effect after cancellation of your registration.
- 3. Account Security.** You are responsible for maintaining the confidentiality of the Online ID and Password that you designate for your Customer registration, and you are fully responsible for all purchases and other activities that occur under your Online ID and Password. You agree to (a) immediately notify the Company of any unauthorized use of your Online ID or Password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Company will not be liable for any loss or damage arising from your failure to comply with this provision or any other term of this Agreement. 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.
- 4. Privacy.** Our Privacy Policy applies to all of the Services and all other aspects of the Web Site,

Spex CertiPrep Terms of Use (continued)

5. **Restrictions on Use.** Use of the Services and the Web Site by Guests are for their personal use only and Guests may not use the Web Site or any Service in connection with any commercial endeavor except as specifically endorsed or approved by the Company. You will not upload or transmit, to the Web Site or Services, any advertisements or solicitations of business. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from any area of the Web Site, including Customer profiles, without notice and may result in suspension or termination of Customer privileges. Appropriate legal action will be taken for any illegal or unauthorized use of the Services, Products or Web Site, including any activity that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal or dangerous substances.

In addition, you specifically agree not to do any of the following: (a) use the Web Site or Services to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (b) intercept or attempt to intercept electronic mail not intended for you; (c) misrepresent an affiliation with any person or organization; (d) restrict or inhibit use of the Web Site, Products or Services by others; (e) upload or otherwise transmit files that contain a virus or corrupted data; (f) collect information about others (including Online IDs and e-mail addresses) without their consent; (g) download a file or software or include in a message in any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Web Site or Services, or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Web Site or Services); or (h) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Web Site, Products or Services, or which, as determined by the Company, may harm the Company or Users or expose them to liability.

Further, you agree that you will not (i) use any robot, spider or other automatic device, process or means to access the Web Site or Services, (ii) use any manual process to monitor or copy any of the material on the Web Site or Services or for any other unauthorized purpose without the prior written consent of the Company, (iii) use any device, software or routine that interferes with the proper working of the Web Site or Services, (iv) attempt to interfere with the proper working of the Web Site, (v) take any action that imposes an unreasonable or disproportionately large load on the Company infrastructure, or (vi) access, reload or "refresh" transactional pages, or make any other request to transactional servers, more than once during any three (3) second interval.

6. **Content Submitted or Posted.** You are solely responsible for the information and other content that you (a) submit to the Company, whether orally or in any other form; (b) publish or display (hereinafter, "post") on or through the Web Site; or (c) transmit to other Users (collectively, "User Content"). You will not submit to the Company, post on or through the Web Site or transmit to other Users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any other material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights or privacy and publicity). You will not provide inaccurate, misleading, or false information to the Company, any Company service provider or other User. If information provided to the Company, a supplier, a service provider, or another User, subsequently becomes inaccurate, misleading or false, you will promptly notify the Company of such change or make or post the appropriate changes yourself.

By submitting User Content to the Company or posting it to any area of the Web Site, including without limitation, message boards, profiles, forums, and contests, you automatically grant to the Company and its affiliates an irrevocable, royalty-free, perpetual, fully paid non-exclusive right (including moral rights) and worldwide license to use, copy, reproduce, modify, adapt, publish, translate, communicate to the public, perform, display, and distribute such User Content (in whole or in part) and to prepare derivative works of, or incorporate into other works (in any form, media or technology now known or later developed, for the full term of any rights that may exist in such content) such User Content, and to grant and authorize sublicenses thereof (through multiple tiers). You also represent and warrant that you have the right to grant or that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validity and irrevocably granted to you the right to grant, the license stated above. If you post User Content in any public area of the Web Site, you also permit any User to access, display, view, store, and reproduce such User Content for personal use and any other use consistent with the use for which it was intended. Subject to the terms of this Agreement, the owner of any User Content placed on the Web Site retains any and all rights that may exist in such User Content.

7. **Monitoring and Enforcement.** The Company acts as a passive conduit for the online distribution and publication of poster User Content and assumes no responsibility and has no obligation to screen or monitor User Content or any other User communications or information. However, the Company reserves the right to review and remove any posted User Content that , in its sole judgment, violates this Agreement, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of the Company Users or is not consistent with the purpose of the Web Site, Products or Services (including with respect to any material the Company has been notified, or has reason to believe, constitutes a copyright infringement). The Company also may expel Users and terminate all rights of Customers and prevent further access to the Web Site, Products or Services for violating this Agreement or applicable laws, rules or regulations or acting in any manner that is abusive, disruptive, offensive, or illegal, violates the right of, or harms or threatens the safety of the Company Users or is not consistent with the purpose of the Web Site, Products or Services. The Company may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for the Company, damage to the Company's brand or public image, or cause the Company to lose (in whole or in part) the services of its suppliers.

Spex CertiPrep Terms of Use (continued)

The Company can neither review all material before it is posted on the Web Site or Services, nor ensure prompt removal of objectionable material after it has been posted. Accordingly, the Company assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. The Company reserves the right to take any action it deems necessary to protect the personal safety of Users and the public; however, the Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in Section 7 of this Agreement.

The Company does not represent or guarantee the truthfulness, accuracy, or reliability of User Content or any other communications posted or transmitted by Users, suppliers or service providers or endorse any opinions expressed by Users, suppliers or service providers. You acknowledge that any reliance on material posted by or information received from other Users or any suppliers or service providers will be at your own risk.

8. **Customer/Guest Disputes.** You are solely responsible for your interactions with other Customers and Guests. The Company reserves the right, but has no obligation, to monitor disputes between you and other Customers or Guests.
9. **Copyright Policy; Trademark Policy.** The entire contents of the Web Site (including all information, software, text, displays, images, and audio), the Products and the Services, and the design, selection and arrangement thereof, are proprietary to the Company or its suppliers, service providers or licensors and are protected by the United States and international laws regarding copyrights, trademarks, trade secrets, and other proprietary rights. You are authorized only to use the content on the Web Site, Products or Services for legitimate purposes related to your role as a Guest or Customer. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the material on the Web Site, Products or Services without the prior written consent of the Company, except to: (a) store copies of such materials temporarily to RAM; (b) store files that are automatically cached by your Web browser for display enhancement purposes; and (c) print a reasonable number of pages of the Web Site, provided in each case that you do not alter or remove any copyright or other proprietary notices included in such materials. Neither the title nor any intellectual property rights to any information or material in the Web Site, Products or Services are transferred to you, but remain with the Company or the applicable owner of such content. Except as expressly authorized by the Company in writing, you may not reproduce, sell or exploit for any commercial purposes (i) any part of the Web Site or Services, (ii) access to the Web Site or Services, or (iii) use of the Web Site or Services or of any materials available through the Web Site or Services (other than Products).

You may not post, modify, distribute, or reproduce in any way, copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of the Company to terminate the registration of any Customer who repeatedly infringes the copyright rights of others upon receipt of proper notification to the Company by the copyright (owners) or the legal agent(s) of the copyright owner(s).

If you believe that your copyrighted work or trademark has been uploaded, posted or copied to the Web Site and is accessible in a way that constitutes copyright or trademark infringement, please provide the Company with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where the material that you are infringing is located on the Web Site; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notices of claims of copyright or trademark infringement or other non-conformance to this Agreement can be submitted as follows:

**Spex CertiPrep
203 Norcross Avenue
Metuchen, NJ 08840**

The Company name, the terms Spex CertiPrep, the Company logo, and all related names, logos, Product and Service names, designs and slogans are trademarks of the Company. You may not use such marks without the prior written permission of the Company. All other names, brands and marks are used for identification purposes only and may be the trademarks or registered trademarks of their respective owners.

10. Customer and Purchase Policies

(a) General. You agree to pay the Company all charges at the prices then in effect for all Product purchases through the Web Site ("Purchases") and any use of the Services by you or other persons (including your agents), and you authorize the Company to charge your chosen payment provider (your "Payment Method"). You agree to make payment for all Purchases and Services using that selected Payment Method. The Company reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

(b) Purchases. All Purchases are governed by the Company Terms of Sale which are hereby incorporated into these Terms of Use.

Spex CertiPrep Terms of Use (continued)

(c) Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION YOUR PURCHASES, CUSTOMER ACCOUNT AND PAYMENT METHOD. YOU MUST PROMPTLY UPDATE ALL OF THE INFORMATION TO KEEP YOUR CUSTOMER ACCOUNT AND PAYMENT METHOD INFORMATION CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY THE COMPANY IF YOUR PAYMENT IS CANCELED (E.G., FOR LOSS, THEFT, OR EXPIRATION) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR ONLINE ID OR PASSWORD. CHANGES TO SUCH INFORMATION SHOULD BE MADE ON THE APPROPRIATE PAGE OF THE WEB SITE. IF YOU FAIL TO PROVIDE THE COMPANY ANY OF THE FOREGOING INFORMATION YOU AGREE THAT THE COMPANY MAY CHARGE YOU DIRECTLY THROUGH YOUR PAYMENT METHOD. THE COMPANY RESERVES THE RIGHT NOT TO PROVIDE PRODUCTS OR SERVICES ORDERED BY YOU IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION OR YOUR PAYMENT METHOD IS CANCELED.

(d) Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If the Company does not receive payment from your Payment Method Provider, you agree to pay all amounts due upon demand.

(e) Change in Amount Authorized. If the amount to be charged to you varies from the amount you pre-authorized (other than due to imposition or change in the amount of state sales tax), you have the right to receive, and the Company shall provide, notice of the amount to be charged. Any agreement you have with your Payment Method Provider will govern your use of your Payment Method.

(f) Free Trials and Other Promotions. Any free trial or other promotion that provides Customer-level access to Products or Services must be used within the specified time of the trial. You must cancel your trial usage before the end of the trial period in order to avoid being charged a fee. If you cancel prior to the end of the trial period and are inadvertently charged, please contact us to have the charges reversed.

11. Modifications to the Company Web Site or Services. The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Web Site, the Products or the Services (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third part for any modification, suspension or discontinuance of the Web Site, the Products or the Services.

12. Links to Other Sites; Dealings with Other Merchants. The Web Site or the Services may contain links to third part Web Sites. These links are provided solely as a convenience to you and not as an endorsement by the Company of the contents on such third-party Web Sites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web Sites. If you decide to access linked third-party Web Sites, you do so at your own risk.

If you choose to correspond, participate in a promotion or engage in transactions with any merchant found on or through the Web Site or Services, you acknowledge and agree that the Company is not a party to, and will not be responsible for, your interaction with such merchant, including its treatment of your information and the terms and conditions applicable to any transaction between you and the merchant. The terms of your interaction with any merchant are solely between you and such merchant. You agree that the Company will have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on the Web Site or Services.

13. Access to the Company Web Site, Products or Services. Access to the Web Site or any Products or Services may be interrupted, suspended or terminated periodically due to circumstances both within and outside of the control of the Company. You agree that the Company shall not be liable for any damages arising from any such interruption, suspension or termination of the Web Site or any of the Services or Products offered through the Web Site and that you shall put into place contingency plans to account for such periodic interruptions, suspensions or terminations of the Web Site or any of the Services or Products.

14. Disclaimers. Except as otherwise explicitly specified by the Company in writing, the Company is not responsible for any inaccurate content posted on or through the Web Site or the Services, whether caused by Users of the Services or by any of the equipment or programming associated with or utilized in the Web Site of the Services. Profiles created and posted by Customers on the Web Site. The Company is not responsible for the content, accuracy or opinions expressed on such Web Sites, and such Web Sites are in no way investigated, monitored or checked for accuracy or completeness by the Company. THE COMPANY DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THE WEB SITE AND ITS SERVERS OR THE SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEBS SITE, THE SERVICES OR THE WEB SITE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS. EXCEPT AS OTHERWISE EXPLICITLY SPECIFIED BY THE COMPANY IN WRITING, THE WEB SITE, THE PRODUCTS, THE WEB SITE CONTENT AND THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL

Spex CertiPrep Terms of Use (continued)

WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANT OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WEB SITE, ITS CONTENT OR THE SERVICES, OR ANY CONTENT, TOOLS, SOFTWARE, TEXT, GRAPHICS, AND LINKS OR ANY SERVICES THAT ARE NOT PROVIDED THROUGH OR BASED ON THE WEB SITE.

IN NO EVENT SHALL THE COMPANY, ITS SUPPLIERS, ITS SERVICE PROVIDERS, ITS LICENSORS OR ANY THIRD PARTIES MENTIONED ON OR PROVIDING SERVICES OR PRODUCTS THROUGH THE WEB SITE OR ANY OTHER SERVICE BE LIABLE FOR (A) ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE, THE PRODUCTS, THE SERVICES OR ANY CONTENT PROVIDED ON OR THROUGH THE WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, CAUSED BY YOUR USE OR MISUSE OF THE WEB SITE, WEB SITE CONTENT, SERVICES OR PRODUCTS; OR (C) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- 15. Responsibility for Choice of Products.** The Company has provided Product information to assist Customers in making an informed decision to purchase or not. It is entirely at the Customer's discretion to make this decision. The Company does not guarantee that a Product will be suitable for a particular purpose. The information we provide may or may not originate from us and whether or not it consists of common or specific knowledge will not be constructed as a recommendation to obtain a Product, or will be interpreted as suitability for a particular purpose. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY YOUR USE OF ANY PRODUCT, EXCEPT AS OTHERWISE EXPLICITLY SPECIFIED BY THE COMPANY OR REQUIRED BY LAW.
- 16. Limitation on Liability.** THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, FOR SERVICES, INFORMATION OR PRODUCTS THAT ARE NOT PROVIDED THROUGH OR BASED ON THE WEB SITE, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE, INFORMATION OR PRODUCT ON WHICH SUCH CAUSE OF ACTION IS BASED.
- 17. Outcome.** The Company does not guarantee or warrant any particular outcome from use of the Web Site or any of the Products or Services, including, without limitation, any consulting services provided by the Company or any of its service providers, employees or independent contractors, whether through the Web Site or in any other manner. You are solely responsible for the outcome of any and all activities relating to use of the Web Site, the Products and the Services.
- 18. Indemnification.** You agree to indemnify and hold harmless the Company and its affiliates, third party information providers, suppliers, service providers, licensors, contractors and others involved in the Company Web Site or the delivery of products, services or information over the Company Web Site, and their respective officers, agents, partners, and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of (a) your use of the Web Site, Products or Services or any information obtained therefrom, in violation of this Agreement; (b) your breach of this Agreement; (c) any breach of your representations and warranties set forth above and/or (d) any content that you post on or through the Web Site or the Services.
- 19. Jurisdiction and Arbitration.** This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of New Jersey, USA, without regard to its conflicts of law principles, and you agree that exclusive jurisdiction over any cause of action arising out of this Agreement or the Company Web Site, Products or Services shall be in the State or Federal courts of the United States located in or near Metuchen, New Jersey. Further, the Company may require that any dispute between the Company and you or involving the Web Site, Products or Services must be settled by arbitration in or near Metuchen, New Jersey utilizing the dispute resolution procedures of the American Arbitration Association (AAA).
- 20. Comments and Submissions.** The Company welcomes your comments. All comments, suggestions or other information submitted by you to the Company, either orally or in any other form, or sent by you to the Web Site for use by the Company or its advertisers or business partners in response to solicitations on the Web Site or Services will become the Company's property and you agree that all intellectual property rights therein are transferred to the Company. Further, you understand that any postings, or content submitted for posting, to publicly available portions of the Web Site or Services are non confidential for all purposes.
- 21. Compliance.** The owner of this Web Site is based in the state of New Jersey, USA. The Company makes no representation that materials in this Web Site are appropriate or available for use in other locations. If you access this Web Site from other locations, you are responsible for complying with local laws.

Spex CertiPrep Terms of Use (continued)

22. Miscellaneous. This Agreement is accepted by you upon your use of the Web Site or any of the Products or Services and is further affirmed by you becoming a Customer. This Agreement (including the Privacy Policy and Terms of Sale), as it may be amended from time to time, constitutes the entire agreement between you and the Company regarding the use of the Web Site, Web Site content, Products, and Services, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Any cause of action you may have with respect to the Web Site, Web Site content, Products or Services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

In any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

The Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and the Company nor any trade practices shall be deemed to modify these Terms of Use.

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