

**Secberus  
Website Terms of Use**

**Last Updated: 11/18/2021**

**1. Acceptance of the Terms and Conditions.**

1.1 Secberus, Inc. (herein referred to as "**Secberus**," "**we**," "**us**" or "**our**") provides and makes available this web site (the "**Site**"). All use of the Site is subject to the terms and conditions contained in these Website Terms of Use (this "**Terms**"). Please read these Terms carefully. By accessing, browsing or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not accept the terms and conditions of these Terms, you shall not access, browse or use the Site. You understand and agree that your use of our products and services (the "**Secberus Services**") shall not be governed by these Terms, but rather by your company's or organization's agreement with the Secberus covering such Secberus Services. However, please note that your access to and use of the Site and any Secberus Services is also subject to the Secberus' Privacy Policy located at <https://www.secberus.com/privacy-policy>.

1.2 You understand and agree that we may change these Terms at any time without prior notice. You may read a current, effective copy of these Terms at any time by selecting the "Terms of Use" link on the Site. The revised terms and conditions will become effective upon posting. Any use of the Site after such date shall constitute your acceptance of such revised terms and conditions. If any change to these Terms is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Site.

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2.4 The Site contains links to third-party web sites ("**External Sites**"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact a representative of those External Sites if you have any concerns regarding such links or any content located on such External Sites.

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2.5 Certain elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors, except as otherwise expressly permitted by Section 2.1 of the Terms. None of the Content for this Site may be retransmitted without the express written consent from the Secberus for each and every instance.

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3.4 IF YOU ARE FROM NEW JERSEY, THE FOREGOING SECTIONS 3.1 AND 3.2 ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

**4. Indemnification.** You agree to defend, indemnify, and hold harmless the Secberus Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of these Terms or your access to, use or misuse of the Content or Site. The Secberus shall provide notice to you of any such claim, suit, or proceeding. The Secberus reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting the Secberus' defense of such matter.

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**8. Miscellaneous.**

These Terms are governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts located in the State of Florida. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. Failure of the Secberus to act on or enforce any provision of the Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against the Secberus unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by the Secberus and you, these Terms constitutes the entire Terms between you and the Secberus with respect to the subject matter, and supercedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. These Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees. Any information submitted or provided by you to the Site might be publicly accessible.