

TERMS AND CONDITIONS

Legal Statement

Please read these terms of use carefully before continuing on with your use of this website. These terms govern all use of the website. The terms are meant to protect all of our website users and your use of this website signifies your agreement with these terms. **IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS WEBSITE.** Irwin R. Rose and Company (“Irwin Rose”) reserves the right, in its sole discretion, to modify, alter or otherwise update these terms at any time. Such modification shall be effective immediately upon posting. By using this website after we have posted notice of such modifications, alterations or updates, you agree to be bound by such revised terms. If you violate these terms, your permission to use our website immediately terminates without the necessity of any notice. Irwin Rose retains the right to deny access to anyone at its discretion for any reason, including, without limitation, for violation of these terms.

General Use

Irwin Rose offers you access to the website solely for your personal and non-commercial uses. It is hereby agreed that you will not use the Irwin Rose website, in whole or in part, for any purposes unlawful or prohibited by these terms of use or any purposes other than those that are personal and non-commercial. You hereby agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, use on any other website, transfer or sell any information, list of users, databases or other lists, or services provided through or obtained from the Irwin Rose website. This means, among other activities, that you agree not to engage in the practice of “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or any other information. You agree that you will not use the Irwin Rose website in any manner which could damage, disable, overburden, or impair the Irwin Rose website or interfere with any other user’s use and enjoyment of the Irwin Rose website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Irwin Rose website.

Accurate Information

You will provide accurate and current information on all forms provided to Irwin Rose. You will not impersonate any person or entity, or misrepresent your affiliation with a person or entity.

Disclaimer of Warranties and Liability

ALL CONTENT ON THIS WEBSITE IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE UNITED STATES LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, IRWIN ROSE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER IRWIN ROSE, ITS AFFILIATED OR RELATED ENTITIES, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION OF THIS WEBSITE WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THIS WEBSITE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. IRWIN ROSE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT OR SERVICE ACQUIRED PURSUANT TO YOUR USE OF THIS WEBSITE.

YOU EXPRESSLY AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. YOU (AND NOT IRWIN ROSE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER IRWIN ROSE, NOR ITS AFFILIATED OR RELATED ENTITIES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION AND DISTRIBUTION OF THIS WEBSITE, IS RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR ATTEMPTED USE OF THIS WEBSITE. BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IRWIN ROSE AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEBSITE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, IRWIN ROSE'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PROVIDED BY LAW.

Indemnification

You agree to indemnify, defend and hold harmless, Irwin Rose and its officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including, reasonable attorney fees, resulting from any violation by you of these terms.

Third Party Rights

These terms are for the benefit of Irwin Rose and its officers, directors, employees, affiliates, agents, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce these terms directly against you on its or their own behalf.

Jurisdictional Issues

Unless otherwise specified, the content obtained in this website is presented solely for your convenience and/or information. This website is controlled and operated by Irwin Rose from its offices in Indianapolis, Indiana. Irwin Rose makes no representation that content in its website is appropriate or available for use at all locations. Those who choose to access this website from other locations, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. These terms shall be governed by, construed and enforced in accordance with the laws of the State of Indiana, as they are applicable to agreements entered into and to be performed entirely within such State. Any action you, any third party or Irwin Rose brings to enforce these terms, or in connection with any matters relating to this website, shall be brought only in either the state or Federal courts located in Indianapolis, Indiana, and you expressly consent to the jurisdiction of such courts. If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.