

## TERMS OF USE

Effective Date: 11 April 2017.

Welcome! You have arrived at [dboland.com](http://dboland.com) and/or are otherwise interacting with our Service (defined below), which is owned and operated by David Boland, Inc. (collectively, “**Boland**,” “**we**,” “**our**,” or “**us**”). These Terms govern your use of any online location (e.g., website or mobile app) that posts a link to these Terms (“**Site**”) (including both mobile and online versions). It also applies to your use of all features, widgets, plug-ins, applications, content, downloads and/or other Services that we own and control and make available through a Site, and/or that post or link to these Terms (collectively, with the Site, the “**Service**”), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you acknowledge and accept the Service’s Privacy Policy (included following Terms of Use) and consent to the collection and use of your data in accordance with the Privacy Policy. By interacting with and/or using the Service, you signify your assent and agreement to these Terms. If you do not agree to these Terms, you must not use the Service.

In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

**PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE, SUCH AS YOUR GRANTS AND WAIVERS OF RIGHTS, THE LIMITATIONS OF OUR LIABILITY, YOUR INDEMNITY OF US, CLASS ACTION WAIVER AND ARBITRATION OF CERTAIN DISPUTES.**

### **1. LIMITED LICENSE; SERVICE AND CONTENT USE RESTRICTIONS**

**A. Content.** The Service contains: (i) materials and other items relating to Boland and its Services, and similar items from our licensors, application partners and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, urls, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, Service marks, and trade identities of various parties, including those of Boland; and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”). All right, title, and interest in and to the Service and the Content is the property of Boland or our licensors, application partners or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

**B. Limited License.** Subject to your strict compliance with these terms and the Additional Terms, Boland grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, play the Content on a personal computer, browser, laptop, tablet, mobile phone or other internet-enabled device (each, a “**Device**”) and/or print one copy of the Content as it is displayed to you, and to create hyperlinks to the Service, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Boland’s sole discretion, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

**C. Restrictions.** If you are under thirteen (13) years of age, then you are not permitted to use the Service or Content. You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Service and Content. You further agree that you will not: (i) use the Service or Content for any political or commercial purpose; (ii) download, copy, reproduce, transfer, re-license, reverse engineer, decompile, disassemble, translate, publish, transmit, exhibit, distribute, display, publicly display, broadcast, re-broadcast, re-distribute, modify, create derivative works from, market, rent, sell, lease, sub-license, or participate in any sale of or exploit in any way, in whole or in part, directly or indirectly, the Service or Content; (iii) harvest any information from the Service; (iv) reverse engineer or modify the Service; (v) interfere with the proper operation of or any security measure used by the Service; (vi) infringe any intellectual property or other right of Boland or any third party; (vii) use the Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; (viii) engage in any activity in connection with the Service or Content that is unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, or otherwise objectionable to Boland; or (ix) otherwise violate these terms or any applicable Additional Terms.

**D. Availability, Termination, and Survival.** Boland may immediately suspend or terminate the availability of the Service and Content, in whole or in part, to any individual user or all users, for any reason, in Boland's sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or upon notice from Boland, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination, will survive.

**E. Reservation of All Rights.** All rights not expressly granted to you are reserved by Boland and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. *Any unauthorized use of any Content or the Service for any purpose is prohibited.*

**F. Your License To Us.** You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Service, or by means other than the Service, including without limitation via our social media pages and accounts such as Facebook, Twitter and LinkedIn) ("**Submissions**"), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, or explicit terms of our Privacy Policy or applicable Additional Terms. As permitted by applicable law, and subject to any explicit terms of our Privacy Policy and applicable Additional Terms, you also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your Submissions and derivatives thereof. As permitted by applicable law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your Submissions. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Submissions.

## 2. THIRD PARTY SERVICES; DEALINGS WITH THIRD PARTIES

**A. Third Party Services and Content.** The Service may link to, contain or may interact with third party content that is not owned, controlled or operated by Boland (collectively, “**Third Party Services**”). We may also host our content on Third Party Services. Boland neither endorses nor controls such Third Party Services, and you acknowledge and agree that we are not responsible or liable for the information, content, or services on or available from such Third Party Services, or for the results to be obtained from using them. Third Party Services may have their own privacy and business practices and policies and terms of use, which we recommend you review. If you choose to access any such Third Party Services, you do so at your own risk.

**B. Dealings with Third Parties.** Any interactions, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third Party Services) are solely between you and the third party. As permitted by applicable law, you hereby agree to indemnify Boland against all claims, injury and/or damages, including attorneys’ fees, that arise out of your use of any Third Party Service, including from any material that you post on any forum or social networking site in connection with us and/or any other claim related to your use of social media.

As permitted by applicable law, you hereby grant Boland an irrevocable perpetual license to use, reproduce, edit, create derivative works from, distribute, display, copy, transmit or otherwise use in any way, commercially or otherwise, any material that you post to any social networking site or other Third Party Service in connection with us or the Service.

## 3. WIRELESS AND MESSAGING

**A. Wireless Features.** The Service may offer features that are available to you via your wireless Device, including the ability to access the Service’s features and upload content to the Service, receive messages from the Service, and download applications (collectively, “**Wireless Features**”). By using the Service, you agree that Boland may collect information related to your use of the Wireless Features as described in our Privacy Policy, and may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. Data rates and other carrier fees may apply.

**B. E-mail Messages.** You may cancel or modify any e-mail marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of emails, the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your use of our Service, such as administrative and Service announcements and these transactional messages may be unaffected if you choose to opt-out of receiving our marketing communications.

## 4. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT

Boland respects the intellectual property rights of others, and expects those who use the Service to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement in the U.S., please notify Boland of your claim of infringement by sending the following written information to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act (“**DMCA**”), 17 U.S.C. § 512(c)(2), named below:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).

- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We will respond to notices of claimed copyright infringement in accordance with the DMCA. Our designated Copyright Agent to receive DMCA Notices is:

**Webmaster**  
**P.O. Box 1870, Titusville, Florida 32781-1870**  
**Telephone: (321) 269-1345**  
**Fax: (321) 268-0577**  
**info@dboland.com**

## **5. DISPUTE RESOLUTION**

Certain portions of this Section 5 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Boland agree that we intend that this Section 5 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 5 can only be amended by mutual agreement.

**A. First – Try to Resolve Disputes and Excluded Disputes.** If any controversy, allegation, or claim arises out of or relates to the Site, the Content, your Submissions, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of Boland’s actual or alleged intellectual property rights (an “**Excluded Dispute**”), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 5(A). Your notice to us must be sent to: David Boland, Inc., P.O. Box 1870, Titusville, Florida 32781-1870 (Attention: Webmaster). For a period of sixty (60) days from the date of receipt of notice from the other party, Boland and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Boland to resolve the Dispute or Excluded Dispute on terms with respect to which you and Boland, in each of our sole discretion, are not comfortable.

**B. Forums for Alternative Dispute Resolution.** If we cannot resolve a Dispute as set forth in Section 5(A) within sixty (60) days of receipt of the notice, then either you or we may submit the Dispute to formal arbitration in accordance with this Section 5(B). If we cannot resolve an Excluded Dispute as set forth in Section 5(A) within sixty (60) days of receipt of the notice, then either you or we may submit the Excluded Dispute to formal arbitration only if you and Boland consent, in a writing signed by you and an Officer or legal representative of Boland, to have that Excluded Dispute subject to arbitration. In such a case (and only in such a case) that Excluded Dispute will be deemed a “Dispute” for the remainder of this Section 5(B).

Upon expiration of the applicable sixty-day period and to the fullest extent not prohibited by applicable law, a Dispute will be resolved solely by binding arbitration. Arbitration under these Terms shall be conducted in accordance with the then-current streamlined Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. (“**JAMS**”), or by any other arbitration administration Service that you and an officer or legal representative of Boland consent to in writing. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

**B. Injunctive Relief.** The foregoing provisions of this Section 5 will not apply to any legal action taken by a party to seek an injunction or other equitable relief, subject to Section 9, in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to (i) your breach or alleged breach of these

Terms of Use; and/or (ii) Boland's intellectual property rights (including such Boland may claim that may be in dispute).

**C. No Class Action Matters.** Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. YOU AND BOLAND AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

**D. Federal and State Courts in Brevard County, Florida.** Except to the extent that arbitration is required in Section 5(B), and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or Federal court in Brevard County, Florida. Accordingly, you and Boland consent to the exclusive personal jurisdiction and venue of such courts for such matters. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

**E. Small Claims Matters Are Excluded From Arbitration Requirement.** Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 5(E).

## 6. INDEMNIFICATION

As permitted by applicable law, you agree to, and you hereby defend (if we request), indemnify, and hold David Boland, Inc. and its direct and indirect parents, subsidiaries, affiliates and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "**Boland Parties**") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Boland Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your Submissions; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Boland Parties' use of the information that you submit to us (including your Submissions) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Boland Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Boland Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Boland Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Boland Party. This Section 6 is not intended to limit any right you may have (if any) under applicable law, subject to the remainder of these Terms and any applicable Additional Terms, to seek to recover direct damages to you, including for personal injury, to the extent caused by us.

## 7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

AS PERMITTED BY APPLICABLE LAW: (1) YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK; (2) THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS; (3) EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A BOLAND PARTY, BOLAND PARTIES HEREBY DISCLAIM AND MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR PROMISES, EXPRESS OR IMPLIED, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO,

THE SERVICE (INCLUDING THE CONTENT AND THE SUBMISSIONS) AND THE BOLAND PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

The above disclaimer of warranties (i) does not apply to product warranties from manufacturers; and (ii) does not limit any otherwise legally available right of relief you may have under applicable laws (if any) to recover for personal injury arising out of product liability to the extent such cannot be waived or limited under such applicable law.

## **8. LIMITATIONS OF OUR LIABILITY**

AS PERMITTED BY APPLICABLE LAW: (1) UNDER NO CIRCUMSTANCES WILL ANY BOLAND PARTY BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH OR FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO THE SERVICE (INCLUDING THE CONTENT AND THE SUBMISSIONS); AND (2) THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF ANY OF THE FOREGOING EVENTS OR CIRCUMSTANCES WERE FORESEEABLE AND EVEN IF BOLAND PARTIES WERE ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, REGARDLESS OF WHETHER YOU BRING AN ACTION BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING WHETHER CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR DESTRUCTION OF THE SERVICE). THE FOREGOING “LIMITATION OF OUR LIABILITY” DOES NOT LIMIT REMEDIES FOR PRODUCT-RELATED INJURY OR RELATED INJURY ARISING FROM ANY EXPRESS PRODUCT WARRANTIES, OR APPLY TO CONSUMERS TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW.

## **9. WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF**

AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY BOLAND (INCLUDING YOUR LICENSED SUBMISSIONS) OR A LICENSOR OF BOLAND; PROVIDED, HOWEVER, SUCH SHALL NOT LIMIT YOUR ABILITY TO SEEK OTHER EQUITABLE RELIEF, SUBJECT TO THESE TERMS AND ANY APPLICABLE ADDITIONAL TERMS. THE FOREGOING “WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF” DOES NOT APPLY TO CONSUMERS TO THE EXTENT SUCH WAIVER OR LIMITATION IS NOT PERMITTED BY APPLICABLE LAW.

## **10. CHANGES TO THESE TERMS**

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE

TERMS OR APPLICABLE ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms, and any applicable Additional Terms, each time you use the Service (at least prior to each transaction or submission). Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use and any specific term to which we previously committed to apply those terms (if applicable) (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. If you object to any such changes, your sole recourse is to cease using the Service.

## 11. CUSTOMER SUPPORT

If you have any questions, please send an email to [info@dboland.com](mailto:info@dboland.com). You acknowledge that the provision of support is at Boland's sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to: David Boland, Inc., P.O. Box 1870, Titusville, Florida 32781-1870 (Attention: Webmaster). When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 12. GENERAL TERMS

**A. Governing Law.** These Terms and any applicable Additional Terms will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.

**B. Boland's Consent or Approval.** As to any provision in these Terms, or any Additional Terms, that grants Boland a right of consent or approval, or permits Boland to exercise a right in its "sole discretion," Boland may exercise that right in its sole and absolute discretion. No Boland consent or approval may be deemed to have been granted by Boland without being in writing and signed by an officer of Boland.

**C. Operation of Service; Availability of Services; International Issues.** Boland controls and operates the Service from its U.S.-based offices in the U.S., and Boland makes no representation that the Service is appropriate or available for use beyond the U.S. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe services that are available only in the U.S. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, service, or other feature that we provide.

**D. Severability; Interpretation.** If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms (which will remain in full force and effect). To the extent not prohibited by applicable law,

you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms, or any applicable Additional Terms, the word will be deemed to mean “including, without limitation.” The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

**E. Investigations; Cooperation With Law Enforcement.** Boland reserves the right to investigate and prosecute any suspected breaches of these Terms, and any applicable Additional Terms, or any misuse of the Service. As permitted by applicable law, and subject to our Privacy Policy, Boland may disclose any information in connection therewith or to satisfy any law, regulation, legal process or governmental request.

**F. Assignment.** Boland may assign its rights and obligations under these Terms, and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms, and any applicable Additional Terms, may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Boland.

**G. California Consumer Rights and Notices.** Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. Their website is located at: <http://www.dca.ca.gov>.

California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act in our Privacy Policy.

**H. Complete Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Boland in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

//End Terms of Use//

## ONLINE PRIVACY POLICY

Effective Date: 11 April 2017

This Online Privacy Policy (the “Policy”) applies to information obtained by David Boland, Inc. (collectively, “Boland”, “we”, “our” or “us”) when you visit [dboland.com](http://dboland.com) (the “Site”). This Policy also describes how we may share the information we obtain, your choices regarding our use of your information, the ways in which we safeguard such information, and how you may contact us regarding our privacy practices. This Policy does not apply to Boland’s data collection activities offline or otherwise outside of the Site (unless otherwise stated below or at the time of collection).

### COLLECTION OF INFORMATION

#### *Information You Provide To Us*

We and our service providers collect information you provide directly through the Site. For example, we collect information from you when you sign up to receive email from us, apply for a job, or otherwise communicate with us through the Site. The information we may collect includes personal information, which is information that can be used to identify you, such as your name, email address, information on your resume, or any other information you choose to provide.

#### *Information We Collect Automatically*

In addition to information that you submit to us, we may collect certain information using automated means (such as cookies, web beacons and web server logs) when you access or use the Site. This information may include demographic information; IP address; browser type; operating system characteristics; information about your use of the Site; and data regarding network connected hardware (e.g., computer or mobile device), such as unique device identifiers, type, model, version, MAC address, device or session ID, functionality, performance data and connection type. This information may also include clickstream data, which is information about the page-by-page paths you take as you browse through the Site.

**Cookies** are data files that are placed on a computer when it is used to visit a website. These cookies may be used for many purposes, including, without limitation, tracking user preferences or web pages visited while using a website. Most web browsers are set to accept cookies by default. If you prefer, you can usually set your browser to remove or reject cookies, but note that doing so does not necessarily affect third party flash cookies used in connection with our websites. For more information about disabling flash cookies, <http://www.adobe.com/products/flashplayer/security>. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of the Site. In addition, please be aware that if you choose to block cookies, some advertising preferences that are dependent on cookies may not be able to be respected.

#### *Data Analytics*

The Site may use third-party web analytics services, such as Google Analytics, to help us analyze how visitors use the Site. These services track information about visitors including IP addresses, browser types, referring pages, pages visited, and time spent on particular pages, which we use to improve and tailor the user experience on the Site. For further information about opting out of data collection through Google Analytics, <https://tools.google.com/dlpage/gaoptout>.

Your web browser may have settings that allow you to transmit a “Do Not Track” signal when you visit various websites or use online services. Like many websites, this Site is not designed to respond to “Do Not Track” signals received from browsers. To learn more about “Do Not Track” signals, you may wish to visit <http://www.allaboutdnt.com/>.

Third parties may collect personally identifiable information about your online activities over time and across different websites when you visit the Site.

## **USE OF INFORMATION**

We may use information about you for various purposes, including to:

- Allow you to participate in the features we offer on the Site;
- Facilitate, manage, personalize, and improve your online experience;
- Transact with you, provide services or information you request, respond to your comments, questions and requests, serve you content and/or advertising, and send you notices;
- Improve the Site and for any other internal business purposes;
- Tailor our content, advertisements, and offers, and for other marketing purposes;
- Fulfill other purposes disclosed at the time you provide personal information or otherwise where we are legally permitted purpose or are required to do so;
- Prevent and address fraud, breach of policies or terms, and threats or harm;
- Carry out any other purpose disclosed elsewhere in this Policy, at the time you provide your personal information, or for which the information was collected; or
- For any other purpose, with your consent.

## **SHARING OF INFORMATION**

We may permit vendors, consultants and other service providers to access information collected through the Site to carry out work on our behalf. For example, we may hire outside companies to help us send emails, manage our Careers page, or otherwise host or operate the Site. These third party service providers use the personal information to which they have access to carry out the purposes for which we shared the information.

We also may share your information (1) if we are required to do so by law, regulation, or legal process (such as in response to a court order, search warrant, or subpoena); (2) to fulfill requests by government agencies, such as law enforcement authorities; (3) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual illegal activity; or (4) to enforce our policies, or protect rights, property, or safety. We may cooperate with law enforcement authorities in the investigation and prosecution of violations of our policies, behavior that is harmful to other visitors, or is illegal.

We reserve the right to transfer any information we obtain through the Site in the event we sell or transfer all or a portion of our business or assets (e.g., further to a merger, reorganization, liquidation, or any other business transaction, including negotiations of such transactions).

## **CHILDREN'S PRIVACY**

The Site is not intended for children, nor is it targeted to children under the age of thirteen (13). We do not knowingly collect personal information from children under the age of 13 through the Site, and if we learn that we have received information from a visitor under the age of 13, we will delete such information in accordance with applicable law.

## **LINKS TO OTHER WEBSITES**

For your convenience and information, Boland may provide links to other websites or online locations in conjunction with this Site or our products and services. Those linked websites may be operated by unaffiliated entities, and may have their own privacy policies or notices. This Policy does not apply to those websites, so we

encourage you to learn about their privacy practices by reviewing the privacy policies posted on those sites. We are not responsible for the content or privacy practices of websites that we do not control.

## **INTERNATIONAL USERS**

We are based in the United States and the information we collect is governed by U.S. law. If you are visiting the Site from outside the United States, you are hereby notified that the information we collect through the Site will be processed in the United States. Boland does not represent or warrant that the Site is appropriate or available for use in any particular jurisdiction other than the United States. By using the Site, you acknowledge and consent to the transfer and processing of your personal data in the United States as described in this Policy. Please note that the data protection laws and regulations applicable to your personal data transferred to the United States may be different from the laws in your country of residence.

## **YOUR CHOICES**

You may unsubscribe from receiving promotional emails from us by following the instructions provided in those email communications. Even if you opt out of receiving promotional communications from us, we may continue to send you non-promotional emails (such as emails concerning our ongoing business relationship with you).

Many web browsers provide options to allow you to stop accepting new cookies, or to disable existing cookies. Please be aware that if you disable the cookies on your computer you may not be able to use certain features of this Site or other websites, and disabling cookies may invalidate opt outs that rely on cookies to function. Also, these cookie-disabling options may not be effective in all cases, or may be effective with respect to one type of browser or service, but not another.

## **DATA SECURITY**

We take reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. Nevertheless, transmission via the Internet is not completely secure and we cannot guarantee the security of your information collected through the Site.

## **CHANGES TO THIS PRIVACY POLICY**

Boland reserves the right to revise and reissue this Policy at any time. Any changes will be effective immediately upon posting of the revised Policy and your continued use of the Site indicates your consent to the Policy then posted. If you do not agree, immediately discontinue your use of the Site.

## **CONTACT BOLAND**

If you have any questions about this Policy, please contact Boland [info@dboland.com](mailto:info@dboland.com) or at David Boland, Inc., P.O. Box 1870, Titusville, Florida 32781-1870 (Attention: Privacy Inquiry).

//End Online Privacy Policy//