

Website Portal End User License Agreement & Terms of Use

Last Modified: April 5, 2021

Acceptance of the End User License Agreement & Terms of Use

This End User License Agreement (“**EULA**”) is entered into by and between you or the company that you represent (“**you**”) and Beck Institute for Cognitive Therapy & Research, together with its affiliates and subsidiaries (“**Company**,” “**Beck**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of the content, functionality, and services available on or through <https://www.train.beckinstitute.org> and/or <https://learn.beckinstitute.org> (individually and collectively, the “**Portal**”), including any additional content, functionality, and services offered on or through <http://www.beckinstitute.org> (collectively with the Portal, the “**Website**”).

Please read the Terms of Use carefully before you access and start to use the Portal. **By using the Portal or by clicking to accept or agree to the Terms of Use as a condition to accessing the Portal, you accept and agree to be bound and to abide by these Terms of Use, our Privacy Policy, found at <https://beckinstitute.org/privacy-policy/>, and our Forum Etiquette Policy, found at <https://beckinstitute.org/forum-etiquette/> incorporated herein by reference.** If you do not want to agree to these Terms of Use or to the Privacy Policy, you must not access or use the Portal.

The Portal is offered and available to users who are eighteen (18) years of age or older. The dissemination of the information available on or through the Portal may be subject to differing or disparate medical and regulatory requirements depending upon the country from which it is accessed, and it is incumbent upon you to abide by any such medical or regulatory requirements. The information available on or through the Website is available to the public for educational purposes only. It is not intended to substitute for consultation with a licensed healthcare provider; it should not be used for diagnosing or treating a health problem, disease, or cognitive dysfunction. You acknowledge and agree that such information is solely for the purpose of providing training and does not constitute specific medical advice or the provision of medical services. Neither Beck Institute nor any of its personnel or subcontractors shall have any liability with respect to the information available on or through the Website or the alleged provision of any medical advice or medical services. You further acknowledge and agree that Beck Institute is merely providing training AS PROVIDED and is not making any representation or warranty, express or implied, with respect to the information available on or through the Website; any such warranties are expressly disclaimed.

By using the Website or accessing the Portal, you represent and warrant that you are of legal age to form a binding contract with the Company and agree to be bound by these Terms of Use and by the Privacy Policy. If you do not meet all of these requirements, you must not access or use the Website or access the Portal.

I. License to Access the Portal

License Subject to the terms of this EULA and your compliance with the Terms of Use, the Company grants to you a limited, nontransferable, nonexclusive license (without the right to sublicense) to access the Portal and use the available services and functionality, solely for your internal business purposes. If you are accessing the Portal via a software application provided by the Company (the “**Application**”), the foregoing license shall extend to installing and executing one copy of the Application, in executable object code format only, solely for your internal business purposes, on one mobile device or computer that you own or control.

Updates You understand that the Portal and the Application may evolve over time. The Company may modify the Portal or the Application from time to time at our sole discretion and without notice, including adding, modifying, removing, and replacing the features, functions, and services available, enabled, or otherwise accessible. As a result, the Company may require you to accept updates to the Application installed on your computer or mobile device; additionally, you may need to install or to update certain third-party software on your computer or mobile device from time to time in order to use the Application or to access the Portal via a compatible browser or other software application.

Data All information submitted by you to the Portal or collected through the Application will remain your data, but you acknowledge and agree that the Company may use such data for its internal business purposes, to optimize existing algorithms, features, or functionality, or otherwise to modify, improve, or enhance the Application or the Portal; accordingly, you grant the Company a nontransferable, nonexclusive, perpetual license (without the right to sublicense) to access and use the data that you provide to the Portal or through the Application for these purposes.

Term and Termination This EULA and the license granted to you are effective on the date you install the Application or otherwise access the Portal, and shall continue unless terminated by either party pursuant to this paragraph. The Company may terminate this EULA immediately upon notice to you, unless, in our sole discretion, your continued use of the Portal or the Application may subject us to third-party liability, in which case we may terminate this EULA immediately without notice to you. You may terminate this EULA at any time, with or without cause. If you terminate this EULA, your license to use the Application and to access the Portal shall terminate immediately. Upon termination of the EULA for any reason, you shall be denied access to the Portal, and must cease any further use of the Application and permanently delete it from your computer and mobile devices.

Restrictions The rights granted to you in this EULA are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose, or otherwise commercially exploit the Application or any part of the Portal, or make the Application or any portion of the Portal available to any third party; (b) you shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Application or the Portal; (c) you shall not access the Application or the Portal in order to build a similar or competitive product or service; (d) except as expressly stated herein, no part of the Application or the Portal may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and (e) any future release, update, or other addition to functionality of the Application provided by the Company (if any) shall be subject to the terms of this EULA unless the Company expressly states otherwise. You shall preserve all copyright and other proprietary rights notices on the Application and all copies thereof.

Additional Agreements In the event that you are granted access to the Portal or the Application in accordance with another agreement with the Company, additional terms and conditions (including, without limitation, access restrictions, payment terms, data submission limits or usage limitations, and the like) may apply, depending upon the nature of such an agreement. In the event of a conflict between this EULA and the terms and conditions of such other agreement, the terms and conditions of this EULA shall prevail, but only to the extent of such conflict. In addition to the Company's termination

rights set forth below, the Company reserves the right to terminate your license to access the Portal in the event of your breach of any other such agreement with the Company through which you are granted such access.

Accessing the Portal / Account Security

We reserve the right to withdraw your use of or amend the Website, the Portal, and any service or material we provide on either, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website, including the Portal, is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Portal, or the entire Website, to users, including registered users of the Portal.

You are responsible for making all arrangements necessary for you to have access to the Portal.

To access the Portal or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Portal that all of the information you provide, if applicable, is correct, current, and complete. You agree that all information you provide to register with the Portal or otherwise, including, but not limited to, through the use of the Application or via any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Portal or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. 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.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this EULA or the Terms of Use.

Security & Data Privacy

The Company will implement commercially reasonable and industry accepted efforts to maintain our security systems in such a way as to minimize the threat of unauthorized access to the Portal and the features and functionality provided there. Notwithstanding our commercially reasonable efforts, however, you acknowledge that use of a portal environment for the services that you are accessing necessarily involves transmission of data over networks that are not owned, operated, or controlled by us, and that we are not responsible for any data that are lost, altered, intercepted, or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of data will always be secure, or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.

II. Terms of Use

Changes to the Terms of Use

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We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website or access to the Portal following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

Intellectual Property Rights

The Website (including the Portal) and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are or may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only; you may use the Portal for your internal business purposes only, consistent with this EULA, and not for further reproduction, publication, or distribution. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website or the Portal, except as follows:

- Your computer may temporarily store copies of such materials in random access memory (RAM) incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications (including the Application defined above) for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics for any commercial purpose whatsoever, and in no event may you use such materials separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website except as noted above.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website (including the Portal) in breach of the Terms of Use, your right to use the Website

will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website or the Portal not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name as well as the term "BECK," the Company logos and taglines, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website, including the Portal:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Portal or the Website.
- Use any manual process to monitor or copy any of the material on the Portal or the Website, or for any other purpose not expressly authorized in the EULA or these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Portal or the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Portal or the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Portal or the Website.

All User Contributions must comply with the Content Standards set forth below and published or modified by Company from time to time.

Any User Contribution you post will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Portal.
- Terminate or suspend your access to all or part of the Website or the Portal for any reason or for no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the EULA, these Terms of Use, or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please contact us (<https://www.beckinstitute.org/contact-us>) for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Website (including the Portal) is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website or the Portal

We may update the content on the Website or the Portal from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website or the Portal may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits

All information we collect on the Website is subject to our Privacy Policy. By using the Website or the Portal, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website, excluding the Portal.
- Send emails or other communications with certain content, or links to certain content, on the Website, excluding the Portal.

- Cause limited portions of content on the Website (excluding the Portal) to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the Website that is inconsistent with the EULA, the Privacy Policy, or any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Third Party Services

You understand, acknowledge, and agree that access to the Website, including the Portal, may depend upon the services of third parties that are under contract with the Company to provide internet access and/or cloud based or distributed access services (each, a “**Third Party Service Provider**”), and that your use of the Website or access to the Portal may be subject to additional terms and conditions imposed by such third parties. The Company makes no representations or warranties regarding the services provided by such Third Party Service Providers, and you acknowledge and agree that your use of the Website and access to the Portal shall comply at all times with the use restrictions and other terms and conditions specified by such Third Party Service Providers, to the extent that those terms and conditions are more restrictive than those set forth herein.

Geographic Considerations

The owner of the Website is incorporated in Pennsylvania in the United States, and makes no representation that the Website, the Portal, or any content is appropriate for, or may be legally accessed, downloaded, or used by, persons residing in any particular country or jurisdiction. We provide

the Website and access to the Portal for use only by persons who are legally capable of contracting with the Company in the jurisdiction from which such persons are accessing the Website. Access to the Website, including the Portal, may not be legal by certain persons or in certain countries; accordingly, if you gain access, you do so on your own initiative and are responsible for compliance with any applicable local laws, regulations, or ordinances. You may not use or export or re-export the materials on or accessible through the Website (including the Portal), or any copy or adaptation, in violation of any applicable laws or regulations, including without limitation, United States export laws and regulations, or those export laws or regulations that are applicable in your particular jurisdiction.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED STRICTLY AND EXCLUSIVELY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR WITH RESPECT TO THE CONTENT ACCESSIBLE VIA THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE DO NOT INFRINGE THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PORTAL, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE LIMITATION OF LIABILITY SET OUT ABOVE DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the EULA, these Terms of Use, or our Privacy Policy, or arising out of or relating to your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website, the EULA, or these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, the EULA, these Terms of Use, or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania, in each case located in the city of Philadelphia, although we retain the right to bring any suit, action, or proceeding against you for breach of the EULA or these Terms of Use in your country of residence or any other relevant country or jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, we may require you to submit any disputes arising from the EULA, these Terms of Use, or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Pennsylvania law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE EULA, THESE TERMS OF USE, OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in the EULA or these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under the EULA or these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of the EULA or these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the EULA or these Terms of Use, as the case may be, will continue in full force and effect.

Entire Agreement

The EULA, these Terms of Use, together with the Content Standards, and the Privacy Policy constitute the sole and entire agreement between you and Beck regarding the Portal and other features of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website or access to the Portal.

| I AGREE |
