

TERMS OF USE (User Version)

Lafayette-West Lafayette Development Corporation, an Indiana nonprofit corporation, doing business as Greater Lafayette Commerce (“GLC”), operates a website (the “Website”) which allows members and visitors (“User”, “You” or “Your” as appropriate) to submit certain personally identifiable contact information and other information (“User Data”) for the purpose of facilitating and referring Users to providers of professional services, networking, mentorships, and other purposes (the “Service”). This Agreement sets and contains the terms and conditions between You, a User, and GLC.

By clicking “I Agree”, You are entering into agreement with GLC and You declare to comply with and be bound by these terms of this Agreement. If You do not agree with the terms of this Agreement, do not use the Site.

1. General Terms

- 1.1. The Service is a platform through which GLC facilitates contact between professionals and potential clients. Specifically, the Service allows Users to submit an inquiry (“Inquiry”) to GLC which GLC sends to various third-party professionals (each being a “Professional”) based on information the User includes in the Inquiry. GLC is not involved in any transactions between the Professional and any User.
- 1.2. GLC reserves the right to modify or discontinue, temporarily or permanently, the Website or the Service with or without notice. You agree that GLC shall not be liable to You or any third party for any modification or discontinuance to the Website or the Service, or for any losses or damages that may result to You or any other User from using the Service.

2. Disclaimer

- 2.1. The functionality of the Website depends upon different factors such as; software, hardware and communications networks of GLC, its partners, contractors and suppliers. Hence, GLC cannot guarantee that the Website will not be interrupted or that it will be timely, secure or error-free. GLC, in its sole discretion and for any reason, may terminate Your participation to the Website and refuse access by any User to any, and all current or future use of the Website or the Service.
- 2.2. GLC makes no representation or warranty whatsoever as to success of the Service, the number of contacts You will receive from a Professional, or the willingness or ability of a Professional to provide any services to any User.
- 2.3. GLC does not control the accuracy of any transmissions through it by Users or Providers. In addition, GLC takes no responsibility for verifying the identity of any Professional. Therefore, You are encouraged to verify the details and credentials of any Professional who responds to an Inquiry.

- 2.4. GLC's function is limited to sending an Inquiry to a Professional. GLC takes no responsibility for examining the quality of services or advice provided by any Professional to any User.
- 2.5. The use of the term "Expert" by GLC and on the Website is only meant to describe Professionals who may contact You following an Inquiry and not to guarantee any particular level of expertise of the Professional. GLC does not itself verify the credentials or quality of any Professional but relies on representations of each Professional. GLC makes efforts but cannot warrant or guarantee a Professional's identity. As a result, GLC cannot and does not represent, warrant or guarantee the truthfulness or accuracy of any statements of a Professional or identities or credentials of any Professional. You acknowledge and agree that GLC shall not be liable for any loss or damage caused by Your reliance on any information received by a Professional.
- 2.6. YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE AND THE SERVICE ARE BEING PROVIDED FOR USE AS IS. YOUR USE OF THE WEBSITE AND THE SERVICE ARE AT YOUR SOLE AND ENTIRE RISK, WITHOUT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY. GLC EXPRESSLY DISCLAIMS ALL WARRANTIES FOR INFORMATION POSTED OR TRANSMITTED BY ITS PROFESSIONALS OR USERS.
- 2.7. If You decide to provide Your User Data to GLC, You shall not have any plea, claim or demand against GLC, its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors and agents in respect of any services You receive in connection with the use of the Service.
- 2.8. GLC will not be deemed to be the provider or recipient of any services resulting from an Inquiry or otherwise acquired through the Website.
- 2.9. Under no circumstances will GLC, its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors and agents be liable to any User for any indirect, incidental, consequential, special, punitive or exemplary damages (including but not limited to loss of business, revenue, profits, use, data or other economic advantage).
- 2.10. You acknowledge and agree that GLC disclaims any liability with respect to any claim, suit or action brought by You or any other User in connection with provision of any services by You (including, without limitation, representations by You as to Your qualifications and advice) through the Service.
- 2.11. GLC will not be liable for enforcing any agreements that were made between You and any Professional. You further acknowledge and agree that Your sole remedy for

any damages arising from use of the Services will be with the Professional and not GLC.

3. Representations

- 3.1. At all times, You will provide correct and accurate information in any Inquiry.
- 3.2. You have read and understand the terms of this Agreement.

4. User Communication

- 4.1. The Service is a platform for Professionals to provide Users with advice that the Users seek. The Service facilitates the ability of professionals and Users to negotiate and potentially enter into a contract for advice and services.
- 4.2. You acknowledge and agree that GLC has permission to share Your Inquiry including any User Data to one or more Professionals.

5. Indemnification

You agree to indemnify, defend and hold harmless GLC, its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors and agents against any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against GLC or such party, to the extent that such claim, suit, action or other proceeding is based on or arises from: (i) any breach of any representation, warranty, covenant or agreement to be performed by You according to this Agreement; or (ii) any liability arising from Your use of the Service or the Website.

6. Notice

Any notice or other communication to be given hereunder will be in writing and, unless otherwise provided, given by facsimile, postpaid registered or certified mail/return receipt requested, or electronic mail. The date of receipt shall be deemed the date on which such notice is given.

7. No Assignment.

You shall not assign this Agreement or assign, pledge, mortgage any rights, or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior, written consent of GLC. Any purported transfer, assignment or delegation by You without the appropriate prior written approval will be invalid and of no force or effect.

8. Modifications to this Agreement.

GLC may change this Agreement by posting modifications on the Website. Unless otherwise specified by GLC, all modifications shall be effective upon posting. Therefore, You agree to check the terms of this Agreement frequently. By using the Website after the changes become effective, You agree to be bound by such changes to the Agreement. If You do not agree to the changes, You may terminate this Agreement as set forth above.

9. Miscellaneous.

- 9.1. Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.
- 9.2. This Agreement shall be interpreted only in accordance with the laws of the State of Indiana (excluding any rules governing choice of laws) and any legal proceeding arising out this Agreement will occur exclusively in courts of the State of Indiana.
- 9.3. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- 9.4. This Agreement (and the policies referenced herein and incorporated by reference) constitutes the entire agreement between the GLC and You with respect to the subject matter hereof, and You agree that You have not relied upon any promises or representations by GLC with respect to the subject matter except as set forth herein.