

# CDX<sup>®</sup> TERMS AND CONDITIONS OF USE

## INTRODUCTION

Welcome to the Web site of Compensation Data Exchange, LLC (the “CDX<sup>®</sup> Site”). Please review the following terms and conditions concerning your use of this site.

## COMPENSATION DATA EXCHANGE

**Compensation Data Exchange** is a service of Compensation Data Exchange, LLC (“CDX<sup>®</sup>”), which is owned by the following data collection organizations:

- Workers’ Compensation Insurance Rating Bureau of California
- Delaware Compensation Rating Bureau, Inc.
- Workers’ Compensation Rating and Inspection Bureau of Massachusetts
- Compensation Advisory Organization of Michigan
- Minnesota Workers’ Compensation Insurers Association, Inc.
- New Jersey Compensation Rating and Inspection Bureau
- New York Compensation Insurance Rating Board
- North Carolina Rate Bureau
- Pennsylvania Compensation Rating Bureau
- Wisconsin Compensation Rating Bureau

## SERVICES OFFERED TO AUTHORIZED USERS

The CDX<sup>®</sup> Site offers the following services and content: (a) an Internet based portal for the submission or retrieval of data between an Authorized User and one of the data collection organizations identified above (“Services”); and (b) access by an Authorized User to other services or products, downloads, views, copies, documents and graphics (“Content”) available on the CDX<sup>®</sup> Site. An Authorized User is a licensed workers’ compensation insurance carrier who (a) is a member of one of the data collection organizations identified above; (b) has submitted an User Management Group Primary Administrator Application to the CDX<sup>®</sup> Central Administrator; (c) has agreed to be bound by the Terms and Conditions set forth in the User Management Group Primary Administrator Application and on this CDX<sup>®</sup> Site; and (d) has had its User Management Group Primary Administrator Application accepted.

An Authorized User is also that person or entity designated by a User Management Group Primary Administrator to access the CDX<sup>®</sup> Site, its Content and Services, which access is subject to such limitations as shall have been imposed by that User Management Group Primary Administrator. While the User Management Group Primary Administrator, and not CDX<sup>®</sup>, is solely responsible for (a) establishing, controlling and maintaining access to CDX<sup>®</sup> and its Content and Services; (b) creating and maintaining accounts for the Insurance Group; (c) establishing and maintaining all Carrier User account levels; and (d) assessing and responding to all security issues and breaches, if you are accessing the CDX<sup>®</sup> Site, you are warranting that your access has been authorized by a User Management Group Primary Administrator and that you are in full compliance with all limitations imposed on your access by your applicable User Management Group Primary Administrator.

## **AGREEMENT BETWEEN USER AND CDX<sup>®</sup>**

The CDX<sup>®</sup> Site is offered to you conditioned on your acceptance, without modification, of the terms, conditions and notices contained herein. Your use of the Services or otherwise accessing, using or downloading materials or Content from or through the CDX<sup>®</sup> Site constitutes your agreement to all such terms, conditions, and notices. You agree to click on the Terms of Use and other terms and guidelines found throughout this CDX<sup>®</sup> Site and abide by them if you choose to use the sites, pages or services to which they apply. You also agree to be fully bound by any terms and conditions of use established by any individual data service organization to the extent you use any of the Services or Content in dealings with that data collection organization (collectively "DCO Restrictions"). You are bound by these DCO Restrictions whether or not they are posted on or accessible through this CDX<sup>®</sup> Site and you agree that you have the affirmative duty of contacting each data collection organization and determining the DCO Restrictions implemented by that data collection organization. If you do not wish to be bound by these terms and conditions, please immediately exit this CDX<sup>®</sup> Site and make no further use hereof.

## **PERMITTED USES OF THE CDX<sup>®</sup> SITE**

You may utilize the Services and Content from or through this CDX<sup>®</sup> Site, subject to the following: (a) the Services are for use solely by an Authorized User in dealing with one of the data collection organizations identified above; (b) the Content may be used solely for purposes related to the Services utilized by an Authorized User; and (c) the Content and Services may not be modified or altered in any way. Except as expressly provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, or distribute any Content from the CDX<sup>®</sup> Site, in whole or in part, without the prior written permission of CDX<sup>®</sup>. In no event may you remove any copyright or other proprietary notices or legends on the CDX<sup>®</sup> Site.

## **PROHIBITED USES OF THE CDX<sup>®</sup> SITE**

### **Illegal Use Prohibited**

The Services and Content may only be used for lawful purposes and may not be used for any illegal use or any use that may result in civil or criminal liability. Unlawful uses include, without limitation, any of the following: (a) posting or transmitting unlawful materials, e-mail or information; (b) posting or transmitting harassing, threatening or abusive materials, e-mail or information; (c) posting or transmitting defamatory, libelous, slanderous or scandalous materials, e-mail or information; (d) posting or transmitting obscene, pornographic, profane or otherwise objectionable information of any kind; (e) posting or transmitting materials, e-mail or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others; (f) posting or transmitting materials constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation, the U.S. export control laws and regulations; (g) posting or transmitting materials that would give rise to liability under the Computer Fraud and Abuse Act; (h) attempting to "hack" root or user logins on another system, machine, or network; (i) collecting, posting or transmitting credit card, debit card, electronic funds transfer numbers or other similar types of data for either a fraudulent or illegal purpose, or in a manner that would permit others to use such data for a fraudulent or illegal purpose; (j) violating any of the provisions of the Health Insurance Portability and Accountability Act of 1996; and (k) collecting, without adequate security and a legitimate purpose (as determined by CDX<sup>®</sup> in its sole discretion), any of the following: (i) information from users under the age of sixteen

without consent from such user's parents or legal guardians; (ii) user's personal health information or personal financial information without informed consent from such user; or (iii) other personal information without advising the User.

### **Abusive Use Prohibited.**

The Services and Content may not be used for abusive purposes, as determined by CDX<sup>®</sup> in its discretion. Abusive purposes currently include, without limitation, effecting or participating in any of the following activities via the Services or Content provided by or through CDX<sup>®</sup>: (a) posting ten (10) or more messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists; (b) posting to any Usenet or other newsgroups, listservs, forum, e-mailing lists or other similar group or list articles which are off topic according to the charter or other owner-published FAQ's, rules, or policies or descriptions of the group or list; (c) sending unsolicited e-mailings to more than twenty-five (25) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings could reasonably be expected or do in fact provoke complaints; (d) using the Services to connect servers (FTP, HTTP, SMTP, POP, TELNET, IRC, MUSH, MUD, etc.) or LANs to the Internet permanently; (e) repeatedly sending text to other Internet users in relay chat (IRC), or soliciting or engaging in commercial transactions on IRC, running link lookers on IRC, or having more than 1 bot or a total of 2 clients on IRC at one time; (f) falsifying User information provided to CDX<sup>®</sup> or to any data collection organization or other users of the Services in connection with use of the CDX<sup>®</sup> Site; (g) running packet sniffers or other software designed to keep an unattended Internet connection connected; and (h) engaging in any of the foregoing activities by using the services of another provider, but channeling such activities through a CDX<sup>®</sup> or data collection organization account, remailer, or otherwise through the Services or using a CDX<sup>®</sup> or data collection organization account as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect CDX<sup>®</sup> or a data collection organization.

### **Interfering With Other Users Prohibited.**

No user shall interfere with any other person's use of the Services or the Internet by doing any of the following activities: (a) restricting or inhibiting any other user from using and enjoying Services, Content and/or the Internet; (b) posting or transmitting any information or software which contains a virus, worm, cancelbot or other harmful component; (c) impersonating another user or otherwise falsifying one's user name in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists; (d) without permission from the owner of a system or network, doing any of the following: monitoring data or traffic, probing, scanning, testing firewalls, testing the vulnerability of a system or network or breaching the security or authentication routines of a system or network; (e) accessing or copying the data of any other user or a data service organization without its authorization; (f) conduct or forward surveys, contests, pyramid schemes or chain letters; (g) relaying e-mail in an anonymous fashion or forging any TCP-IP packet header; or (h) mail bombing, flooding, overloading, attacking or otherwise interfering with a system or network.

### **Unacceptable Uses of the Services.**

In accessing the Services, users agree that: (a) they will not tell others their passwords; (b) they will not attempt to, or cause others to attempt to, log in more than once at the same time under the same password without specific permission from their User Management Group Primary Administrator; and (c) they will not violate the terms and conditions and operating rules of any other interactive service including, without

limitation, other newsgroups and mailing lists or other similar groups or lists and World Wide Web sites.

You agree that you must evaluate, and bear all risks associated with, the use of any Services or Content, including any reliance on the accuracy, completeness, or usefulness of such Services or Content.

To the extent access to portions of the CDX<sup>®</sup> Site is limited to members or subscribers, you shall have no right to enter, view, download, copy or print except as specifically allowed by the membership or subscriber or guest rights specifically granted to you by CDX<sup>®</sup> or your User Management Group Primary Administrator.

## **OWNERSHIP RIGHTS**

All right, title and interest (including all copyrights, trademark rights, patent rights and other intellectual property rights) in and to the CDX<sup>®</sup> Site and all Services and Content appearing on the site is proprietary and shall remain the sole property of CDX<sup>®</sup> and its licensors, except that this does not apply to data transmitted by an Authorized User to a data service organization.

All trademarks, service marks, logos, slogans and other proprietary marks appearing on the CDX<sup>®</sup> Site are the trademarks and exclusive property of CDX<sup>®</sup> or the identified trademark owners. Nothing contained on this CDX<sup>®</sup> Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this site without the written permission of CDX<sup>®</sup> or such third party that owns the trademark.

## **SYSTEM SECURITY/ACCESS CODES**

Authorized Users will be issued a confidential User ID and password by the User Management Group Primary Administrator allowing such individuals to access information and documents available on restricted areas of the CDX<sup>®</sup> Site, and to send and receive data to or from a data collection organization. Each such Authorized User shall keep his or her personal access code strictly confidential. CDX<sup>®</sup> may require Authorized Users to change their confidential User ID and/or password at any time. No device, software or routine to interfere or attempt to interfere with the property working of the CDX<sup>®</sup> Site or any information contained on this site may be used. You shall promptly notify your User Management Group Primary Administrator of any known or suspected violation of these rules or threat to the CDX<sup>®</sup> Site system security.

## **INDEMNITY**

You agree to indemnify and hold CDX<sup>®</sup>, its owners and all of their affiliates, directors, officers, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the CDX<sup>®</sup> Site or its Services or Content, your connection to the CDX<sup>®</sup> Site, your violation of these Terms and Conditions of use, or your violation of any rights of another.

## **MODIFICATIONS TO CDX<sup>®</sup> SITE**

CDX<sup>®</sup> reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the CDX<sup>®</sup> Site (or any part thereof) or any Service or Content thereon, with or without notice. You agree that CDX<sup>®</sup> shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

## **TERMINATION**

You agree that CDX<sup>®</sup>, in its sole discretion, may terminate an individual's password, account (or any part thereof) or use of the CDX<sup>®</sup> Site, a Service or Content for any reason, including, without limitation, for lack of use or if CDX<sup>®</sup> believes that you have violated or acted inconsistently with these Terms and Conditions of Use. Each individual data service organization also has the right to terminate any service provided to you through the CDX<sup>®</sup> site under standards established by that entity. You agree that any termination of your access to the CDX<sup>®</sup> Site under any provision of these terms may be effected without prior notice, and acknowledge and agree that CDX<sup>®</sup> may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the CDX<sup>®</sup> Site. Further, you agree that CDX<sup>®</sup> shall not be liable to you or any third party for any termination of your access to the CDX<sup>®</sup> Site.

## **LINKS**

The CDX<sup>®</sup> Site may contain hypertext links to other World Wide Web sites or resources controlled by parties other than CDX<sup>®</sup>. Because CDX<sup>®</sup> has no control over such sites and resources, you acknowledge and agree that CDX<sup>®</sup> is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CDX<sup>®</sup> shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

CDX<sup>®</sup> MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE TIMELINESS, SUITABILITY, COMPLETENESS OR ACCURACY OF ANY OF THE SERVICES OR CONTENT PROVIDED ON THIS CDX<sup>®</sup> SITE. PROPER USE OF THE SERVICES AND CONTENT REQUIRES A THOROUGH UNDERSTANDING OF THE WORKERS' COMPENSATION SYSTEM AND ALL LIMITATIONS INHERENT IN THE COMPILATION OF DATA AND SERVICES RELATED TO POLICIES, CLAIMS AND FINANCIAL DATA GENERATED BY THAT SYSTEM. ALL SERVICES AND CONTENT DESCRIBED ON OR AVAILABLE THROUGH THIS CDX<sup>®</sup> SITE ARE PROVIDED BY CDX<sup>®</sup> UTILIZING RESOURCES, WHICH CDX<sup>®</sup> BELIEVES TO BE RELIABLE AND ACCURATE; HOWEVER, CDX DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT ALL OF THE INFORMATION CONTAINED ON THIS CDX<sup>®</sup> SITE HAS BEEN PROPERLY REPORTED, DOCUMENTED OR UPDATED NOR IS THERE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE INFORMATION REFLECTS CHANGES IN APPLICABLE LAW.

THE CONTENT AND SERVICES INCLUDED ON OR AVAILABLE THROUGH THIS CDX<sup>®</sup> SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CDX<sup>®</sup> AND/OR ITS SOURCES OF DATA OR SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THIS CDX<sup>®</sup> SITE AT ANY TIME. SERVICES OR CONTENT RECEIVED VIA THIS CDX<sup>®</sup> SITE SHOULD NOT BE RELIED UPON FOR FINANCIAL OR INSURANCE PRODUCT DECISIONS AND YOU SHOULD CONSULT WITH AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR NEEDS.

YOUR USE OF THE CDX<sup>®</sup> SITE IS AT YOUR SOLE RISK. THE CONTENT AND SERVICES CONTAINED ON THIS CDX<sup>®</sup> SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. CDX<sup>®</sup> EXPRESSLY DISCLAIMS WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CDX<sup>®</sup> SITE IS DONE AT YOUR OWN DISCRETION. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

CDX<sup>®</sup> MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER RELATED TO ANY SERVICE OR CONTENT ON BEHALF OF ANY DATA COLLECTION ORGANIZATION, EXCEPT AS REPRESENTED IN WRITING BY AN INDIVIDUAL DATA COLLECTION ORGANIZATION OR IN APPLICABLE STATUTES OR REGULATIONS.

### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL CDX<sup>®</sup> BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CDX<sup>®</sup> HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THIS CDX<sup>®</sup> SITE OR ANY OTHER HYPERLINKED WEB SITE.

### **EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **CDX<sup>®</sup> ANTITRUST STATEMENT**

Broadly stated, the basic objective of the antitrust laws is to preserve and promote competition and the free enterprise system. The antitrust laws are premised on the assumption that competition will produce the goods and services needed by our society at the lowest price and the highest quality. The free enterprise system and the antitrust laws require that business people make independent decisions without agreement with their competitors.

Among other things, the antitrust laws prohibit contracts, combinations and agreements that unreasonably restrain trade. But for certain exemptions from the antitrust laws, agreements among competitors with respect to prices and other terms and conditions of sales are unlawful *per se*, that is, they are considered to be illegal without regard to the business purpose for that agreement.

The following subjects give rise to grave antitrust concerns and should not be discussed in any fashion on or through this CDX<sup>®</sup> Site:

- Raising, lowering, or stabilizing rates.
- The encouragement of a boycott of an insurance carrier, product, or service.
- Actual, current, or future rates including actuarial projections.
- What constitutes a “fair” profit level.
- Credit terms.
- Decisions to quote or not quote on certain types of classes or risks.

## **COMPENSATION DATA EXCHANGE, LLC DATA PRIVACY POLICY**

This Data Privacy Policy outlines the data privacy practices and protections adopted by CDX<sup>®</sup>, as the owner of the CDX<sup>®</sup> Site. The CDX<sup>®</sup> Site was developed to meet an industry need and to provide enhanced service between Data Collection Organizations (DCO) and workers' compensation carriers who report or receive workers' compensation data to or from those entities.

The specific DCOs which have jointly developed and own this company and utilize the CDX<sup>®</sup> system are:

- Workers' Compensation Insurance Rating Bureau of California
- Delaware Compensation Rating Bureau, Inc.
- Workers' Compensation Rating and Inspection Bureau of Massachusetts
- Compensation Advisory Organization of Michigan
- Minnesota Workers' Compensation Insurers Association, Inc.
- New Jersey Compensation Rating and Inspection Bureau
- New York Compensation Insurance Rating Board
- North Carolina Rate Bureau
- Pennsylvania Compensation Rating Bureau
- Wisconsin Compensation Rating Bureau

## **POLICY WITH RESPECT TO CARRIER CONTROLLED ACCESS**

The CDX<sup>®</sup> Site is a self-administered service offered to carriers who are members of one or more of the DCOs listed above. Each carrier using the CDX<sup>®</sup> system is required to designate a User Management Group (UMG) Primary Administrator for the carrier and its entire carrier group. This UMG Primary Administrator is solely responsible for the following activities: (a) establishing, controlling, and maintaining the carrier's access to CDX<sup>®</sup> and its products and services; (b) creating and maintaining accounts for the carrier; (c) establishing and maintaining all Carrier User account levels; and, (d) assessing and responding to all security issues and breaches. Each carrier is solely responsible to ensure that the data transmitted to a DCO using the CDX<sup>®</sup> Site is received by the intended recipient. Each carrier also assumes all responsibility for breaches of privacy arising from the misuse of this access.

## **POLICY WITH RESPECT TO CARRIER DATA**

While the CDX<sup>®</sup> Site provides a data portal for the transmission of workers' compensation data between carriers and DCOs, CDX<sup>®</sup> has no rights with respect to any of the data flowing through this system. Each of the DCOs which utilizes the CDX<sup>®</sup> Site in the interchange of data related to workers' compensation policies issued by its members in their respective jurisdiction already receives, handles and transmits such data from or to those members. Each DCO member of CDX<sup>®</sup> and CDX<sup>®</sup> itself have agreed that the DCO to which data is transmitted, or from which data is sent, has and shall retain the sole rights to access, retrieve, disseminate or use such workers' compensation data, including but not limited to all reports, transactions summaries, experience rating worksheets, compilations, test results, trade secrets, and proprietary information whether received by the DCO from its members or their agents, or transmitted by DCO to its members, their agents or other parties through the CDX<sup>®</sup> Site. Each DCO is solely responsible to ensure that the data transmitted to a carrier using the CDX<sup>®</sup> Site is received by the intended recipient.

In addition each DCO and all of its officers, directors, employees, agents or contractors agree to treat this data as confidential and proprietary information of the DCO which is the intended recipient of, or which transmits the data. Each individual DCO has the ability to enforce these rights and obligations on behalf of itself and its members.

How the receiving DCO uses the data and what proprietary rights or contractual restrictions a carrier and the DCO might put into place are governed by the laws of the state in which the DCO operates or by any separate agreement(s) between the DCO and the carrier. Each carrier should contact the individual DCO with respect to issues related to the handling, processing and use of the data by that DCO and compliance with any applicable laws governing data privacy.

## **PRIVACY WITH RESPECT TO NON-AUTHORIZED USERS**

Every person or entity who accesses the CDX<sup>®</sup> Site must represent that he, she or it is an Authorized Users and has agreed to the Terms and Conditions of Use posted on the CDX<sup>®</sup> Site. In addition each such person or entity must agree to indemnify and hold CDX<sup>®</sup>, its owners and all of their affiliates, directors, officers, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising from the person or entity using the CDX<sup>®</sup> Site, the failure to comply with any of these Terms and Conditions of Use, or any other violation of any rights of another person or entity accessing and using the CDX<sup>®</sup> Site. CDX<sup>®</sup> retains the right but not the obligation to take action in the event of any violations of its Terms and Conditions of Use.



## **OUTSIDE CONTRACTORS**

CDX<sup>®</sup> on its own behalf and on behalf of its members also has imposed contractual restrictions on its outside contractor(s) with respect to any access to, the confidentiality of and any use of the data flowing through the CDX<sup>®</sup> system. An outside contractor built the CDX<sup>®</sup> operating software and provides certain support services related to maintaining the equipment through which the CDX<sup>®</sup> system operates.

## **SECURITY AND BUSINESS CONTINUATION POLICIES**

CDX<sup>®</sup> has and continues to adopt policies designed to maintain security for the CDX<sup>®</sup> Site and provide for business continuation in the event of system failure. In so doing, CDX<sup>®</sup> has utilized its best business judgment to adopt procedures and systems it believes are reasonable and prudent and to utilize such tools and programs as (a) independent ethical hacking attempts to test system security, (b) remotely maintained software, (c) a remotely maintained backup location, and, (d) such other methods or techniques that may from time to time be adopted or implemented in order to increase the security and resiliency of the CDX<sup>®</sup> Site. Despite these efforts no guarantees can be given by CDX<sup>®</sup> regarding these matters.

## **GENERAL**

This agreement is governed by the laws of the State of Minnesota, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts in Hennepin County, Minnesota, U.S.A. in all disputes arising out of or relating to the use of this CDX<sup>®</sup> Site. Use of this CDX<sup>®</sup> Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions including, without limitation, this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CDX<sup>®</sup> as a result of this agreement or use of this CDX<sup>®</sup> Site. CDX<sup>®</sup>'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CDX<sup>®</sup>'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of this CDX<sup>®</sup> Site or information provided to or gathered by CDX<sup>®</sup> with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. This agreement constitutes the entire agreement between you and CDX<sup>®</sup> with respect to this CDX<sup>®</sup> Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and CDX<sup>®</sup> with respect to this CDX<sup>®</sup> Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Fictitious names of companies, products, people, characters and/or data mentioned herein are not intended to represent any real individual, company, product or event. Any rights not expressly granted herein are reserved.