



PRIMUS IVS™ TERMS OF USE

Effective Date: April 29, 2021

Welcome to the Primus IVS site/app (individually and collectively now referred to for convenience in these Terms of Use as the "**Site**"). First, some terms in these Terms of Use we need to define. The term "**Goods**" means software tools, interactive templates and data, applications, functions, facilities, services, associated media, online or electronic documentations, and educational materials including but not limited to books, our blog, and articles. The term "**Materials**" means collectively the Site and the Goods. The terms "**we**", "**us**", "**our**", and "**IVS**", mean Primus Institute for Valuation Studies LLC, and/or in IVS's sole subjective discretion ("**Discretion**") those of its designees it chooses at any time. The terms "**you**", "**User/s**", and "**your**", means you and all other users visiting or accessing the Site and/or purchasing or availing themselves of the Goods. The terms "**Terms of Use**" and "**Agreement**" means these Terms of Use. The term "**EKN**" is an abbreviation for convenience of the phrase "of every kind and nature now or later contemplated". Other terms are defined throughout this Agreement.

IMPORTANT LEGAL INFORMATION: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE, AS THEY FORM A LEGALLY BINDING CONTRACT BETWEEN YOU AND US, AND CONTAIN IMPORTANT INFORMATION INCLUDING BUT NOT LIMITED TO, ABOUT LIMITATIONS OF LIABILITY, WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT, AND RESOLUTION OF DISPUTES THROUGH ARBITRATION RATHER THAN IN COURT. YOUR USE OF THE SITE IS GOVERNED BY THESE TERMS OF USE AND ALL APPLICABLE STATUTES, LAWS, REGULATIONS, RULES AND ORDERS. YOU SHOULD ALSO READ OUR [PRIVACY POLICY](#), OR BY CLICKING THE LINK ON OUR HOME PAGE. OUR PRIVACY POLICY ALSO GOVERNS YOUR USE OF THE SITE, AND IS INCORPORATED BY REFERENCE IN THIS TERMS OF USE. BY CLICKING ON THE "I ACCEPT" BUTTON ON THE SITE'S HOMEPAGE OR AT THE END OF THESE TERMS OF USE, YOU CONFIRM YOUR UNCONDITIONAL ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS IN THIS TERMS OF USE, AND WILL BE ABLE TO ACCESS THE SITE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, INSTEAD CLICK ON THE "I DECLNE" BUTTON ON THE SITE'S HOMEPAGE OR AT THE END OF THESE TERMS OF USE, OR CLICK OFF THE SITE.

These Terms of Use tell all Users about various matters related to the Site including but not limited to:

- A. Your access to and use of this Site including but not limited to, what the Site will and won't do regarding its use;
- B. Your access to and use of certain other websites including but not limited to, those with whom IVS does business;
- C. Your access to and use of any IVS online channel or websites where these Terms of Use are linked including but not limited to, our microsites and our pages on social media sites; (all of the foregoing in **Sections A, B, and C** are individually and collectively, in whole and in part now referred to for convenience in these Terms of Use as the "**Sites**").



1.0 Revisions to these Terms of Use. These Terms of Use may be revised in our Discretion at any time and from time to time, by us updating them here. These changes do not affect rights and obligations that arose prior to those changes. You should visit this page from time to time to review the then-current Terms of Use because **they remain a legally binding contract between you and us**. You can tell when these Terms of Use were last updated by the “Effective Date” at the top of these Terms of Use. Certain provisions of these Terms of Use may be superseded by legal notices or terms located on other pages of this Site. Your continued use of the Site after any changes to these Terms of Use are posted is your unconditional acceptance of all of those changes. If you object to any subsequent modifications to these Terms of Use, or become dissatisfied with the Site in any way, your only recourse is to immediately terminate use of the Site.

2.0. License Grant; Membership Terms; Payments. Subject to your compliance with all terms and conditions of these Terms of Use, and your payments to us as provided on the Membership Sign Up page of the Site, and in this **Section 2.0**, IVS grants to you, whether you are an individual or entity (“**Person/s**”) a limited, personal, non-transferable, revocable, and non-exclusive right and license to only use the Materials as provided for in these Terms of Use. The term of these Terms of Use will be from the date you agree to them and continue uninterrupted for so long as IVS has any rights, titles, and interests EKN in and to any of the Materials including but not limited to, copyrights in and to them and any and all extensions and renewals of them, anywhere in the universe.

3.0 Our Privacy Policy. We believe in protecting your privacy and the information you provide us. Please click [here](#) to review our current Privacy Policy, and *read it carefully*. It contains important information about how we handle the information you provide to us, and your rights regarding it. Our Privacy Policy also governs your use of the Site, and is incorporated by this reference into this Terms of Use.

4.0 IP; Use of the Materials. As between you and us, the Materials, the design of the Site, and any and all text, graphics, information, video, audio, animation, content, software, other technology components, and any and all other materials EKN displayed on, in, or that can be accessed, streamed, or downloaded from the Site (individually and collectively now referred to for convenience in this Terms of Use as “**IP**”), are solely owned and controlled by us from inception in perpetuity, and are all protected by U.S. and international copyright, trademark, patent, and other laws and treaties EKN. You don’t acquire any rights, titles and/or interests EKN in any of the foregoing by virtue of accessing or making any uses of the Materials.

4.1 Any unauthorized use of any of the Materials may violate U.S. and/or international copyright and/or other laws, treaties, and regulations, is prohibited, and are (but are not limited to), a violation of these Terms of Use. In the event of a violation of these laws, treaties, regulations, or these Terms of Use, we have the irrevocable right to seek all remedies available per these Terms of Use, by law, in equity or otherwise EKN (individually and collectively now referred to for convenience in these Terms of Use as “**Remedy/ies**”). We also have the irrevocable right to block or deny access to the Site to anyone at any time for any reason or no reason, in our Discretion. While using the Site, you’re required to comply with any and all applicable statutes, orders, regulations, rules and other laws EKN. In addition, we require Users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set out in these Terms of Use.

4.2 While using the Materials, you’re required to comply with any and all applicable statutes, orders, regulations, rules and other laws EKN.



5.0 Your Conduct While Using or Visiting the Site. We also require Users of the Materials to respect the rights and dignity of others. Your use of the Materials is conditioned on your compliance with the rules of conduct in these Terms of Use. Unless otherwise expressly authorized in these Terms of Use, it is also a violation of them to do any of the following:

5.1 reproduce, publicly display, perform, distribute, sell, resell, or otherwise use or exploit any information or materials on the Sites for any purpose EKN;

5.2 modify any information or materials on the Sites in any way, or copy, reproduce, rent, lease, loan, publish, transmit, distribute, perform, display, create derivative works from, decompile, disassemble, reverse engineer, sell, license, or otherwise exploit the Sites or anything on or accessible through them, in whole or in part;

5.3 interfere with the Sites or any other User's use of the Sites including but not limited to, by hacking or defacing any portion of the Sites, inserting any code, product, or otherwise manipulating the Sites in any way that affects any User's experience;

5.4 post, upload, share, transmit, distribute, facilitate distribution of, or otherwise make available, through or in connection with the Site:

5.4.1 anything that is or may be: threatening, harassing, degrading, hateful, or intimidating; defamatory; fraudulent or tortious; obscene, indecent, pornographic, or otherwise objectionable; or, protected by copyright, trademark, patent, trade secret, right of publicity, or other proprietary right, without the express prior written consent of the owner of that right;

5.4.2 any material that encourages conduct or could otherwise give rise to criminal or civil liability; that contains or promotes violence, drug use, illegal gambling or other criminal activity; or that encourages or provides instructional information about illegal activities, or activities such as but not limited to "hacking", "cracking", "phishing", or "phreaking";

5.4.3 any virus, worm, Trojan Horse, Easter egg, bot, time bomb, spyware, malware, or other computer code, file, or program that is harmful or invasive to the Sites, used to monitor the use of the Sites, or any hardware, software, or equipment, or which may or is intended to damage or hijack the operation of the Sites;

5.4.4 any unsolicited or unauthorized advertising, promotional material, "junk mail", "spam", "chain letter", "pyramid scheme", investment opportunity, or any other form of solicitation;

5.4.5 any non-public information about a Person without the proper written authorization to do so;

5.5.6 use the Sites for any other fraudulent or unlawful purpose;

5.5.7 use the Sites to defame, abuse, harass, stalk, threaten, or otherwise violate any legal or other rights EKN of another Person including but not limited to, another Person's privacy rights or rights of publicity, or to harvest or collect "Person Information" (as defined in our [Privacy Policy](#), about Users of the Sites;



5.5.8 impersonate any Person including but not limited to, any representative, affiliate, or designee of ours, falsely state or otherwise misrepresent your affiliation with any Person in connection with the Sites, or express or imply that we endorse any statement or representation you make;

5.5.9 interfere with or disrupt the operation of the Sites or the servers or networks used to make the Sites available; or violate any requirements, procedures, policies or regulations EKN of those networks;

5.5.10 use the Site for any purpose except the Purpose (as defined in **Section 19.0** below);

5.5.11 remove any copyright, trademark, or other proprietary rights notice EKN from the Sites or materials originating from or accessible through the Sites;

5.5.12 frame or mirror any part of the Sites;

5.5.13 use any robot, spider, search/retrieval application, or other manual or automatic device EKN to retrieve, index, "scrape", "data mine", or in any unauthorized way gather any materials available on or through the Sites, or reproduce or circumvent the navigational structure or presentation of any materials available on or through the Sites;

5.5.14 use the Site for any commercial purpose not specifically authorized by these Terms of Use;

5.5.15 take any action that imposes, or may impose, in our Discretion, an unreasonable or disproportionately large load on our infrastructure; or,

5.5.16 deep-link to any portion of the Sites for any purpose without our Approval.

5.6 If you are accessing and using the Site on behalf of another Person, you warrant, represent, and covenant ("**Warrant**" or "**Warranty/ies**") that you have the authority to bind that Person as a principal to these Terms of Use, and you accept full liability for any and all harm or damage EKN caused by any wrongful use of the Site.

6.0 Equipment and Services to Access the Site. You are solely responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services EKN needed to access and use the any Materials available on or through the Sites, and paying all charges related to that hardware, equipment, and services.

7.0 Site Modifications We Make. We have the irrevocable right in our Discretion, at any time and from time to time, temporarily or permanently, in whole or in part, with or without notice, to: modify, change, suspend, or discontinue the Site and/or any aspect of it including but not limited to, links; change, modify and/or waive any fees we charge in connection with the use of the Site; and/or offer opportunities to some or all Users of the Site. Neither we nor any parent, subsidiary, or affiliate, nor any of our or their respective sponsors, vendors, licensors, or licensees, is liable to you or to any third party for any modification, suspension, or discontinuance of the Site, in whole or in part, or of any service, content, feature, or product offered on or through the Site.



8.0 Trademarks and Copyrights. IVS owns and/or controls from inception in perpetuity all and all rights, titles and interests EKN regarding our trademarks, trade names, look and feel, brands, and trade dress (which along with all associated logos and images are now individually and collectively referred to for convenience in these Terms of Use as "**Trademarks**") including be not limited to, those on the Sites. All Trademarks are registered, pending registration, and/or common law trademarks of IVS and are protected by U.S. and international laws and treaties. IVS also owns and/or controls from inception in perpetuity all and all rights, titles and interests EKN in and to any and all text, graphics, pictures, images, videos, and other works of authorship in any and all forms and formats EKN that appear on the Site at any time ("**Copyrights**"). You do not acquire any right, title or interest EKN in any Trademarks or Copyrights by virtue of accessing or making any uses of the Materials. Any unauthorized use of the Materials may violate U.S. and/or international trademark, copyright, and/or other laws, treaties and regulations, is prohibited and without limitation, is a violation of these Terms of Use.

9.0 Patents. One or more pending or registered patents may apply to the Site.

10.0 Zero Tolerance. We have a strict, zero-tolerance policy regarding the use of our IP (defined below in this **Section 10.0**. Without limitation, we consider use of our IP in page text, metatags, metatag keywords and/or hidden text including without limitation, for purposes of gaining higher rankings from search engines, to be IP infringement and/or unfair competition. Linking to any page on the Sites is prohibited without our Approval. Framing, inline linking or other association of the Sites or the Materials with links, advertisements, software or HTML code, scripts, text, artwork, photographs, images, video, and any other Materials in which we have Copyrights, is prohibited. We will aggressively enforce our Copyrights, Trademarks, patents, and other intellectual property and allied rights EKN (individually and collectively now referred to for convenience in these Terms of Use as "**IP**") to the fullest extent of the law including but not limited to, criminal prosecution and all other Remedies.

10.1 If you become aware of an infringement of our IP, please let us know by emailing us at support@primusivs.com with "Infringement" in the subject line.

11.0 User Information. Other than "Personal Information", which is defined in and subject to our [Privacy Policy](#), any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments and other communication EKN you transmit or post to the Sites in any manner EKN including but not limited to, for the Purpose, as well as those submitted through services connected through the Sites (individually and collectively, in whole and in part now referred to for convenience in these Terms of Use as "**User Communications**") may be visible and accessible to others. Notwithstanding anything to the contrary in these Terms of Use, if you choose to make any of your Personal Information, User Communications, or anything else publicly available in any form or forum or otherwise on or through any social media links available on or through the Sites, you do so at **your sole risk**. This applies without limitation, to sharing valuation reports created from the Materials with others, and if you are a professional (including but not limited to lawyers, accountants and qualified appraisers) who violate laws and/or regulations or professional standards applicable to them.

11.1 You Warrant: that you have the authority to submit all User Communications; that no User Communications will violate or infringe any rights, titles, and/or interests EKN of any Person; that all User Communications will be true, accurate, and complete; and, that you will maintain and update User Communications as needed, such that they remain true, accurate, and complete.



11.2 Notwithstanding anything to the contrary in these Terms of Use, we have the irrevocable right, but are not obligated to, monitor or review any User Communications, and have the irrevocable right to remove User Communications in our Discretion. We have no obligation to return, review, or respond to any User Communications. We have no liability EKN related to the content of any User Communications, whether or not arising under any U.S. and/or international laws or treaties EKN.

12.0 Content. We don't endorse, support, sanction, encourage, verify, or agree with any comments, opinions, or statements posted on forums, blogs or through User Communications contained on or accessible through the Sites (individually and collectively, in whole and in part now referred to for convenience in these Terms of Use as "**Content**"). Any Content placed online including but not limited to, advice, opinions, and stories, are solely the views and responsibility of those who post the Content, and don't necessarily represent our views.

13.0 Accuracy of Information. We attempt to ensure that the Goods on the Sites (with the exception of User Communications) are complete, accurate, and current. Despite our efforts, the Goods may occasionally be inaccurate, incomplete, or out of date. Please bring to our attention any information you believe is inaccurate, incomplete, or out of date by contacting us at support@primusivs.com with "Inaccuracies" in the subject line, along with a detailed explanation of your beliefs of inaccuracies. We make no Warranty EKN as to the completeness, accuracy, or current nature of the Goods, or any other information on the Sites, and IVS makes no commitment or assumes any duty to update that information.

14.0 Linking to the Sites. You are not allowed to maintain any link from another site or app to any page on the Sites without our Approval. You also are not allowed to run or display the Sites, or any information or material displayed on or accessible via the Sites, in frames or through similar means on another website or app without our Approval. Any links to the Sites we do Approve must comply will all applicable laws, rules, and regulations EKN, which is your sole responsibility and liability. Our Approval of such links is not an indication that they comply with any applicable laws, rules, and regulations EKN.

15.0 Third Party Links. Periodically, links may be established from the Sites to one or more external websites, apps, or resources operated by third parties ("**Third Party Sites**"). These links are provided only for your convenience. In addition, certain Third Party Sites also may, with our Approval, provide links to the Sites. None of these links imply that we endorse any Third Party Sites or any content on or through them. We don't control and aren't responsible or liable for any Third Party Sites or any content, advertising, products, or other materials EKN on or available through Third Party Sites. **Access to any Third Party Sites is at your own, sole risk**, and we have no liability EKN arising out of or related to Third Party Sites and/or their content, or for any damages or loss EKN caused or alleged to be caused by or in connection with any visit to, purchase from, use of, or reliance on anything available on or through, a Third Party Site.

16.0 Your Account. You will need to create a customer account to be able to access and use the Site and possibly the other Sites ("**Account**"). If you do, you will have to provide an email address, username and password for your Account. To protect your Account, you should choose a username and password different than names, birthdays, or street addresses associated with you. You may also want to choose a username and password different that the ones you use for other websites, and change them periodically. **You are solely responsible** for maintaining the confidentiality of your Account, username and password, and for restricting access to your computer(s) and other devices from which you access your Account. You are



also solely responsible for any and all activities EKN that occur under your Account, username or password.

17.0 Warranty Disclaimers. YOUR USE OF THE SITES IS **AT YOUR SOLE RISK**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, ALL INFORMATION, PRODUCTS, MATERIALS, AND GOODS EKN PROVIDED ON OR THROUGH THE SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES EKN. WE EXPRESSLY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES EKN TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. THESE INCLUDE WITHOUT LIMITATION: WARRANTIES OF MERCHANTABILITY, USE, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE, NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED SITES ACCESS, FAILURE TO STORE ANY OF YOUR DATA, COMMUNICATIONS, OR PERSONALIZED SETTINGS; WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT; AND, WARRANTIES RELATING TO THE ACCURACY, COMPLETENESS, LEGALITY, OR USEFULNESS OF ANY INFORMATION OR DATA AVAILABLE ON OR THROUGH THE SITES.

17.1 ANY THIRD PARTY INFORMATION, DATA, PRODUCTS, AND SERVICES ON, USED OR PURCHASED ON OR THROUGH, THE SITES ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE PROVIDERS, IF ANY. IN THE EVENT OF ANY PROBLEM WITH ANY THIRD PARTY INFORMATION, DATA, PRODUCTS, AND/OR SERVICES THAT YOU HAVE USED OR PURCHASED ON OR THROUGH THE SITES, YOUR SOLE REMEDIES, IF ANY, ARE FROM THE APPLICABLE PROVIDERS OF SUCH INFORMATION, DATA, PRODUCTS, AND /OR SERVICES IN ACCORDANCE WITH THEIR RESPECTIVE WARRANTIES, IF ANY. WE ARE NOT RESPONSIBLE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR ANY DEFECT OR FAILURE, MISUSE OR ABUSE, AND/OR, IMPROPER SELECTION OF ANY AND ALL THIRD PARTY INFORMATION, DATA, PRODUCTS AND/OR SERVICES EKN ON, USED, OR PURCHASED ON OR THROUGH THE SITES.

17.2 THE LIMITATIONS IN THIS **SECTION 17.0** DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

18.0 Limitations of Liability. We are not responsible or will be liable for any damages EKN to, or any viruses, hacks, cyberattacks, or any other problems EKN that may negatively affect your computers, handheld or other devices, telecommunication equipment, or any other property EKN, caused by or arising from your access to, use of, or browsing the Sites. IN NO EVENT WILL WE OR ANY PARTY INVOLVED IN THE CREATION OR PRODUCTION OF THE MATERIALS OR TRANSMISSION OF THE SITES, OR ANY OF THEIR RESPECTIVE DESIGNEES, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES EKN INCLUDING BUT NOT LIMITED TO, ANY ATTORNEYS' FEES AND COSTS, ANY LIABILITY IN CONNECTION WITH THE PROVISION OF YOUR CREDIT CARD OR ACCOUNT INFORMATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE, OF THE MATERIALS INCLUDING BUT NOT LIMITED TO, TAXING OR OTHER GOVERNMENTAL AUTHORITY AUDIT, PENALTY AND/OR INTEREST RISK AND/OR EXPENSES, ANY WEBSITES OR APPS LINKED TO THE SITES, OR ANY OTHER MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, CONTAINED ON ANY OR ALL SUCH LINKED SITES OR APPS. THESE LIMITATIONS OF LIABILITY APPLY WHETHER ANY DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY EKN, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES EKN, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY EKN, EXCEED THE TOTAL OF THE PURCHASE AND SUBSCRIPTION PRICES PAID BY YOU OR ON YOUR BEHALF FOR THE APPLICABLE MATERIALS. WE HAVE SET THEIR PRICING BASED ON THESE LIMITATIONS AND THEY FORM A MATERIAL PORTION OF THE BASIS OF THE BARGAIN BETWEEN YOU



AND US. THE FOREGOING LIMITATIONS SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED FOR ITS ESSENTIAL PURPOSE.

18.1 IN THE EVENT OF ANY PROBLEM WITH THE SITES OR ANY CONTENT ON OR AVAILABLE THROUGH THEM, YOUR SOLE REMEDY IS TO CEASE USING THE SITES. THE LIMITATIONS IN THIS **SECTION 18.0** DON'T APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

19.0 Intentionally left blank.

20.0 Additional Warranties. As a further condition of your use of this Site, you Warrant that:

20.1 You are at least 18 years of age and possess the legal authority to create a binding legal obligation;

20.2 you will use this Site in accordance with these Terms of Use;

20.3 all information supplied by you at any time on or through this Site is true, accurate, current, and complete; and,

20.4 all of your Warranties in this Terms of Use are effective beginning with your first visit to the Site, and remain effective for as long as we believe is reasonable in our Discretion.

21.0 Indemnification. You have a duty to fully and effectively on demand, indemnify and hold, to the broadest extent allowed by law, IVS and each of our former, present and future officers, directors, shareholders, agents, designees, employees, assignees, successors, independent contractors, assigns, administrators, principals, parents, subsidiaries, affiliates, divisions, partners, co-venturers, members, and attorneys (individually and collectively now referred to for convenience in this Terms of Use as "**Relation/s**") harmless, at your sole cost and expense, from and against any and all claims, liabilities, suits, losses, demands, actions, causes of action, notices, proceedings, disputes, costs, expenses, liens, encumbrances, disagreements, and notices EKN including without limitation, actual attorneys and accountancy fees, and all costs EKN in any manner related to them in whole and in part ("**Claim/s**") occasioned by or arising out of: any actual, alleged, or anticipated breach or default of this Agreement ("**Breach/es**"), or of any documents referenced in it; your violation of any law EKN or the rights EKN of a third party; or, your use of this Site, or any products or services available on or through the Site, in any unauthorized manner. In the event of a Claim, we will give you notice of it and you have a duty to immediately undertake at your sole cost and expense our legal representation related to that Claim, with competent, experienced counsel subject to our Approval. You also have a duty to immediately upon demand reimburse us for any payment EKN made by or on behalf of us any time after the current date of these Terms of Use with respect to any Claim to which the foregoing indemnity relates.

22.0 Disputes Between You and Us. IVS is committed to User satisfaction. If you have a problem or dispute with us, we will attempt to resolve it with you. If we can't, you or we may pursue Disputes, as defined and explained in this **Section 22.0**.

22.1 You will give us the opportunity initially to informally resolve any Disputes arising out of or relating in any way to the Site, these Terms of Use, our Privacy Policy, or any representations made by us ("**Dispute/s**"). You will communicate your Dispute to us by



contacting IVS at support@primuspvx.com with "Dispute" in the subject line, or calling +1 (800) 290-2644. You will not bring any suit or initiate arbitration proceedings regarding a Dispute until sixty (60) days after the date on which you communicated your Dispute to User Support. If we are unable to resolve your Dispute with you within that sixty (60) days, you may then seek relief only as set out in the following subparagraphs of this **Section 22.0**.

22.2 Any and all Disputes including but not limited to, those relating to the arbitrability of these Terms of Use and the enforceability of this arbitration agreement, will be brought for exclusive resolution by binding arbitration before a single arbitrator, rather than in court, except that you and we may bring Disputes on an individual basis in small claims court if they qualify. This includes any Disputes you assert against us, our Relations, or any other companies offering products or services through us (all of which are beneficiaries of this arbitration agreement).

22.3 There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including but not limited to, statutory damages, attorneys' fees and costs). The arbitrator must follow and enforce these Terms of Use.

22.4 Arbitrations will be conducted in Los Angeles County, California, by the American Arbitration Association ("**AAA**") under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as may be otherwise provided in this **Section 22.0**. We are each responsible for our own legal and filing fees and will split the arbitrator's fees.

22.5 Any and all proceedings EKN to resolve Disputes will be conducted only on an individual basis, and not in a class, consolidated, or representative action. The arbitrator will have authority to decide issues as to the scope of this arbitration agreement and the arbitrability of Disputes. If for any reason a Dispute winds up in court rather than in arbitration, YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.

22.6 To begin an arbitration proceeding, you must send us an email requesting arbitration and describing in detail your Disputes, to support@primusivs.com with "Arbitration" in the subject line. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at www.adr.org, or by calling 1-800-778-7879.

22.7 This arbitration agreement is governed by and enforced in accordance with the Federal Arbitration Act and federal arbitration law. An arbitration decision may be filed in a court with competent jurisdiction as a final, non-appealable judgement.

22.8 Nothing in this **Section 22.0** is a waiver of any of our Remedies, or precludes us from either instituting a Claim in any jurisdiction or from joining you in a Claim brought by a Person against us in any jurisdiction, although our failure to join you in any Claim in one instance isn't a waiver of any of our rights with respect to that Claim, or any subsequent Claim brought by a Person against us.

22.9 A printed version of the current version of these Terms of Use is admissible in any proceedings based upon or relating to these Terms of Use, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.



23.0 Choice of Law; Jurisdiction. These Terms of Use are governed by the laws of the State of California as they apply to agreements between California residents entered into and to be performed within California, regardless of California's or any other state's or jurisdiction's conflict of law rules. In the event that any of the provisions of these Terms of Use are held by a tribunal of competent jurisdiction to be contrary to law, they're severed from these Terms of Use and all remaining provisions continue in full force and effect.

24.0 Termination. Notwithstanding anything to the contrary in these Terms of Use, you or we may suspend or terminate your Account and/or your use of the Site at any time, for any reason or no reason. You are solely and fully liable for any charges incurred by you or on your behalf prior to termination.

25.0 Intellectual Property Infringement; Digital Millennium Copyright Act Notice for Copyright Infringement. We don't permit intellectual property infringing activities on the Site. We may remove in our Discretion any and all materials EKN (individually and collectively now referred to for convenience in this Terms of Use as "**Questionable Content**") if we're properly informed that any Questionable Content infringes a third party's intellectual property rights including but not limited to, copyright rights. We can terminate the ability of a User to access or otherwise use the Sites or to submit Questionable Content if, under appropriate circumstances, it's determined that such User is submitting Questionable Content that infringes another Person's copyright or other intellectual property rights.

25.1 If you're a copyright owner or an authorized agent for that owner, and believe that any Questionable Content posted on the Site by third parties infringes on your copyrights, you may notify us by providing **all** the following information in writing:

(a) a physical or electronic signature of a Person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed and the month, day, year, city, state, province and/or country where it's signed;

(b) identification of one or more URL locations where the original or an authorized copy of the copyrighted work exists;

(c) a description of the infringing activity and identification of the Questionable Content that is claimed to be infringing, the email address, Site, URL, WHOIS data, and any other information where the claimed infringement is taking place, reasonably sufficient to allow us to locate it;

(d) information reasonably sufficient to permit us to contact you, such as your name, mailing address, telephone number, and if available an email address;

(e) a statement that you have a good faith belief that use of the Questionable Content in the manner you complain of is not authorized by the copyright owner, its agent, or the law; and,

(f) a statement that you swear under penalty of perjury that the information in your notification is accurate, and that you are either the owner of or authorized to act on behalf of the owner of, an exclusive copyright right that is allegedly infringed.

Our agent for notice of claims of copyright infringement can be reached as follows:



By Mail: Attn: DMCA Complaints
Primus Institute for Valuation Studies LLC
12400 Wilshire Blvd., Suite 400
Los Angeles, CA 90025

By Email: support@primuspvx.com with "DMCA Complaint" in the subject line.

If you fail to comply with all of the requirements above, your notice may not be valid.

A notice to us of alleged infringement of any other type of intellectual property such as but not limited to, a trademark or patent, should be done as above.

25.2 Counter Notices. If Material you've posted on the Site has been taken down, you may file a counter-notification only by regular mail or Delivery Service, by providing **all** the information below in writing. You may want to seek legal counsel prior to doing so. Please include the following details:

(a) identification of the specific content that was removed or disabled and the location that content appeared on the Site. Please provide the URL address if possible;

(b) your name, mailing address, telephone number, and email address;

(c) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which we may have a physical presence, and that you will accept service of process from the party who reported your content, or that party's agent; and

(d) the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification."

You must also physically sign the counter notification and send it to the address in subparagraph 25.1 (f) above.

OR you may fax it to: (310) 734-1658, Attn: DMCA Complaints. For any additional questions regarding the DMCA process for, please contact us at +1 (800) 290-2644.

26.0 Notices. Notices to you may be made in our Discretion, via posting to the Site, by providing links to such notices, by email, by messenger or by other confirmed delivery service (for example, Federal Express or UPS – now referred to for convenience in this Terms of Use as "**Delivery Service/s**"). In the latter three situations, notice will be made via your most recent address for you that we have on file. Notices to us by email must be made to support@primusivs.com with "Notices" in the subject line, and if by Delivery Service, to Primus Institute for Valuation Studies, 12400 Wilshire Bl., Suite 400, Los Angeles, CA 90025. Posted notices are effective on posting. Notices emailed or sent by Delivery Service are effective on the date of receipt, provided the sender receives written or printed confirmation of successful receipt.

27.0 Entire Agreement; Miscellaneous, But Important Too. These Terms of Use are the entire agreement between you and us and supersede any prior agreement, whether written or



oral, express or implied, relating to the subject matter of these Terms of Use. No waiver, modification, or amendment of any of these Terms of Use is effective against us unless we post it, or if otherwise in writing and signed by an authorized representative of us. We don't waive any power or right EKN under these Terms of Use or otherwise, even if we don't always insist on strict compliance with any of it, or if we delay or fail to exercise any power or right EKN given to us in these Terms of Use or otherwise. All our rights and Remedies are cumulative and not exclusive of any other rights or Remedies EKN which we have. These Terms of Use are binding on you and your executors, heirs, successors, and assigns. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our Approval. All Section headings in these Terms of Use are for convenience only and don't define or explain any section or provision. Any and all rights, titles, and interests EKN not expressly granted in this Terms of Use are expressly reserved by and to us.

29.0 User Service. For quick answers to your questions or ways to contact us, or want to contact us for any reason not provided for above, visit our User Support Center [here](#), or you can write to us at the address in paragraph 26.0 above.

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END OF TERMS OF USE