

TERMS OF USE

Please read the following Terms of Use (“Terms”) carefully. They govern your use of the veteranresourcelist.com website (the “Site”) and related services (collectively, the “Services”) provided by Vetlist LLC d/b/a Veteran Resource List (“VRL”). By using the Site and the Services, you acknowledge that you have read and understood all of the Terms, and you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Site and/or the Services.

VRL reserves the right to change the Terms under which the Site and the Services are offered in its sole and absolute discretion at any time without notice. It is your responsibility to review these Terms for any changes each time that you use the Site or the Services. All changes to the Terms are effective from the date posted.

Registration for the Services

The Site enables veterans to obtain and provide information regarding businesses, organizations and service providers (collectively, “Service Providers”) that are of particular interest to the veteran and military community. In order to access and use the Site and the Services, you must set up a user account (“Your Account”) and abide by these Terms. In setting up and maintaining Your Account, you agree to provide accurate information regarding your identity, your contact information, and any other information requested by VRL related to the Services. You will set your own password for accessing the Service and shall be solely and strictly liable for everything that occurs through the use of Your Account. You are responsible for maintaining the confidentiality of your password and logging off of the Site when you are done using the Site, and you agree to accept responsibility for all activities that occur under Your Account or password. You agree to immediately notify VRL of any unauthorized use of your password or Your Account, or any other breach of security of which you become aware.

Your Use of the Site and the Services

You may use the Site and the Services only for legal and appropriate uses. VRL reserves the right to make changes to the Site and the Services at any time and without notice. Your access to and use of the Site and the Services is completely at the discretion of VRL, and your access to and use of the Site and the Services may be blocked, suspended, or terminated without prior notice at any time for any reason or for no reason, including, without limitation, for any violation of the following rules:

- You must comply with all state, federal, and/or international laws, rules, policies and/or licenses governing communications while using the Site and the Services, and with all applicable copyright, trademark, or other intellectual property rights laws.
- You must be at least eighteen (18) years of age to register for and use the Site.
- You may not use the Site or the Services for commercial purposes or use the Site or Service to distribute unauthorized commercial communications.
- You may not interfere or attempt to interfere with the Site or the Services or another person’s use of the Site or the Services by use of any program, script, command, device, software, routine, or otherwise.

- You may not attempt to gain unauthorized access to any portion or feature of the Site or the Services, by hacking, password “mining” or any other illegitimate means.
- You may not embed any page of the Site in “frames” running from other websites.
- You may not mirror the Site or the Services on any other website or server.
- You may not remove any copyright, trademark or other proprietary rights notices contained in or on the Site or the Services.
- You may not transmit any worms, Trojan Horses, viruses, defects, or any items of a destructive nature.
- You may not use automated means (such as harvesting bots, robots, spiders, or scrapers) to access the Site.

Your Submission of Reviews and Other Content

In connection with your use of the Site and Services, you will be permitted to submit reviews regarding Service Providers from whom you have received goods or services. You expressly agree that you will abide by the following rules in submitting reviews and other content:

- Your reviews must be accurate, truthful and based upon you actual first-hand experiences with the Services Providers that you are reviewing.
- All reviews must be unbiased. Accordingly, you may not submit any reviews regarding yourself or for any Service Provider that you own, operate, manage, direct, work for, are invested in, are related to or are otherwise associated with (hereinafter, “Your Affiliate”). Nor may you submit any reviews regarding any Service Provider that is a competitor of you or Your Affiliate. If you are a Service Provider, your use of the Site is governed by our Service Provider Terms [[INSERT LINK TO SERVICE PROVIDER TERMS](#)]
- You may not submit reviews that are defamatory, profane, offensive or that are otherwise intended to harass or unduly embarrass a Service Provider or other third party.
- You may not upload or post any reviews or content which infringes any trademark, patent, copyright or trade secret or other proprietary right of any party.
- You may not impersonate any other persons or otherwise misrepresent your identity or your affiliation with any person, group or entity.
- You may not post multiple reviews regarding a single Service Provider.
- You may not create multiple accounts for the purpose of subverting any of the rules outlined herein.
- You may not take any other action that would undermine the purpose of the Site.

Use of Your Reviews and Content

You shall be solely responsible for your actions and the contents of your transmissions to the Site. By posting any reviews, information, materials and other content (collectively, "Your Content") on the Site, you automatically grant VRL an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to: (a) use, copy, perform, display and distribute Your Content; (b) prepare derivative works based upon Your Content; (c) incorporate Your Content into other works, including the Site and promotional materials for the Services; and (d) sublicense the foregoing rights others.

License to Use the Site

VRL grants you a limited license to access and make personal use of this Site. You may view, print, copy, and download portions of the information, documentation, and other content of this Site solely in connection with your use of the Site, and solely for your own individual, internal, non-commercial use or records. However, the Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of VRL. Any unauthorized use of the Site shall automatically terminate the license granted to you by VRL for such use. Further, VRL reserves the right to revoke this license at any time and for any reason.

No Guarantee of Reviews or Endorsement of Service Providers

The reviews found on the Site were submitted by users of the Site, not VRL. As such, VRL does not guarantee the accuracy of any reviews or other content found on the Site. While VRL reserves the right to prescreen and refuse to post and/or delete any content that it believes, in its sole judgment, is in violation of the Terms, VRL has no obligation to do so. You expressly agree that under no circumstances will VRL be liable to you based upon: (a) your use or reliance on any reviews or information found on the Site; and/or (b) VRL's refusal to post or deletion of Your Content.

While Service Providers are reviewed on the Site and VRL permits Service Providers to advertise on the Site, VRL does not endorse any Service Providers featured on the Site, nor is VRL responsible for the goods or services provided by any Service Provider. You are solely responsible for fully evaluating a Service Provider and determining whether to do business with such Service Provider. Your dealings with any Service Provider that you identify on the Site, are between you and such Service Provider exclusively and do not involve VRL. In that regard, you expressly agree that: (a) VRL is not responsible for your interactions and dealings with any Service Provider; (b) you waive the right to bring or assert any claim against VRL relating to any interactions with any Service Provider and/or any goods or services provided by any Service Provider; (c) you release VRL from any and all liability for or relating to any interactions with any Service Providers and/or any goods or services provided by any Service Provider; and (d) in the event that a Service Provider disputes any information that you provide or there is otherwise a dispute between you and a Service Provider, your contact information may be provided to such Service Provider so that you and the Service Provider can resolve your dispute amongst yourselves, as VRL will not act as an arbiter of disputes between you and a Service Provider.

Links

This Site may contain links to other external sites. The links are provided "as is." You should be aware that you use them at your own risk. VRL does not endorse, and VRL is not liable for any

content, products, services, software or other materials available on such other sites, even if a page or pages of the other sites are framed with a page of this Site. VRL is not responsible for the privacy practices or the content of other sites. For your protection, please refer to the terms of service and privacy policies of the respective sites. You acknowledge, understand and agree that VRL 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 such other sites. VRL shall not be liable for any errors or delays in the content, goods or services available on such other sites, or for any actions taken or not taken in reliance thereon.

Disclaimer of Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. VRL DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR VIRUS FREE, OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS. INFORMATION OBTAINED THROUGH THE SITE OR SERVICES HAS NOT BEEN VERIFIED, AND VRL DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT SUCH INFORMATION IS ACCURATE, COMPLETE, RELIABLE, OR OTHERWISE VALID. VRL SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT INFORMATION TRANSMITTED THROUGH THE INTERNET IS NEVER COMPLETELY SECURE. NEITHER VRL, NOR ANY OF VRL'S EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, OR LICENSORS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES, OR FOR LOST DATA OR LOST PROFIT, ARISING OUT OF OR RELATING TO: (A) YOUR USE OF THE SITE OR SERVICES OR INABILITY TO GAIN ACCESS TO OR USE THE SITE OR SERVICES; (B) YOUR INTERACTIONS WITH SERVICE PROVIDERS; (C) THE GOODS AND SERVICES OF ANY SERVICE PROVIDER; AND (D) ANY BREACH OF THIS AGREEMENT BY VRL.

YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH VRL IS TO STOP USING THE SITE AND THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE SITE IS CONTROLLED, OPERATED AND ADMINISTERED BY VRL FROM ITS OFFICES WITHIN THE UNITED STATES. VRL MAKES NO WARRANTY OR REPRESENTATION THAT MATERIAL AVAILABLE THROUGH THE SITE IS LEGAL, APPROPRIATE, OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES. IF YOU ACCESS THE SITE FROM A LOCATION OUTSIDE THE UNITED STATES, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, AND VRL ACCEPTS NO RESPONSIBILITY FOR SUCH ACCESS.

YOU ACKNOWLEDGE AND AGREE THAT ANY AND ALL DISCLAIMERS IN THESE TERMS AND THE PROVISIONS OF THESE TERMS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN VRL AND YOU.

Indemnification

You agree to indemnify, defend and hold harmless VRL, its officers, managers, owners, employees, agents, designees, users, successors and assigns from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs, relating to or arising from: (a) any violation of this Agreement by you; (b) Your Content and/or any other materials that are posted or activities that occur under Your Account; and (c) your violation of the rights of any third party. VRL will have sole control of the defense of any such damage or claim.

Privacy Policy

Please review VRL's Privacy Policy [[INSERT LINK TO PRIVACY POLICY](#)], which also governs your visit to Site, to understand VRL's practices regarding information that it collects via this Site.

DMCA Policy

VRL respects the intellectual property rights of others. If you believe that any content posted on the Site infringes any copyrights that you own, please visit VRL's DMCA Policy [[INSERT LINK TO DMCA POLICY](#)] for information regarding how to report your concerns to VRL.

Notices

Where required, VRL may give notice to you by a general posting on the Site, by electronic mail, or by conventional mail to your address of record. You may give notice to VRL by electronic mail or by conventional mail to the address below. If you have any questions about these Terms, the practices of the Site, or your dealings with VRL, please send an email to admin@veteranresource.com.

Miscellaneous

You acknowledge and agree that VRL shall be entitled to payment from you for any and all out-of-pocket costs, including, without limitation, attorneys' fees, incurred by VRL in connection with enforcing these Terms. The laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of these Terms, without regard to principles of conflicts of laws thereunder. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of these Terms.

You acknowledge and agree that the provisions, disclosures and disclaimers set forth in these Terms are fair and reasonable and your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. The failure of VRL to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

VRL shall have the right to assign these Terms and to sublicense any and all of its rights under these Terms. These Terms, including any documents referenced herein and any additional operating rules as posted on the Site, represent the entire understanding between you and VRL regarding your relationship with VRL and your use of the Site and the Services. These Terms supersede all previous written or oral agreements between you and VRL with respect to such subject matter. Notwithstanding any provision of these Terms, VRL has available all remedies at law or equity to enforce these Terms.