

## Terms and Conditions

The following terms and conditions govern all use of the "[www.RiskJockey.com](http://www.RiskJockey.com)" website and all content, services and products available at or through the website (taken together, the "Website"). The Website is owned and operated by RiskJockey, Inc. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on this Website by RiskJockey, Inc. (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the website or use any services. If these terms and conditions are considered an offer by RiskJockey, Inc., acceptance is expressly limited to these terms.

## Record Retrieval

RiskJockey is engaged in the online retrieval of records from law enforcement agencies as a matter of convenience. RiskJockey makes no guarantee that the records supplied by the law enforcement agency represents all the information available in regard to the case file in question. As a user of RiskJockey you acknowledge there is no substitute for an in-person search of records at the appropriate law enforcement agency. RiskJockey and cooperating law enforcement agencies will not be responsible for incomplete or inaccurate records, losses or liability arising out of the records provided or omitted by the law enforcement agency.

## Your Account

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. You must not use your account or information obtained via RiskJockey in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and RiskJockey, Inc. may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause RiskJockey, Inc. liability. You must immediately notify RiskJockey, Inc. of any unauthorized uses of your account or any other breaches of security. RiskJockey, Inc. will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

## Responsibility of Contributors

If you operate a blog, comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio or video file, or computer software. By making Content available, you represent and warrant that:

the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

the Content does not contain or install any viruses, worms, Trojan horses or other harmful or destructive content;

the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

the Content is not obscene, libelous or defamatory, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party; and you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by RiskJockey, Inc. or otherwise.

By submitting Content to RiskJockey, Inc. you grant RiskJockey, Inc. a world-wide, royalty free, and non-exclusive license to reproduce, modify, adapt and publish the Content. If you delete Content, RiskJockey, Inc. will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, RiskJockey, Inc. has the right (though not the obligation) to, in RiskJockey, Inc.'s sole discretion (i) refuse or remove any content that, in RiskJockey, Inc.'s reasonable opinion, violates any RiskJockey, Inc. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website

to any individual or entity for any reason, in RiskJockey, Inc.'s sole discretion. RiskJockey, Inc. will have no obligation to provide a refund of any amounts previously paid.

### Fees and Payment

Optional paid services are available on the Website. By selecting a paid service you agree to pay RiskJockey, Inc. the fees indicated for that service.

### Support

Services include access to email and support. "Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by RiskJockey, Inc. to respond within three business days) concerning the use of the Services.

### Links

RiskJockey, through the RiskJockey Website, the Service or otherwise, may provide links to other websites. Because RiskJockey has no control over such websites, you acknowledge and agree that RiskJockey is not responsible for the availability of such external websites, and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such websites. You further acknowledge and agree that RiskJockey or any RiskJockey contributor 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, products, goods or services available on or through any such website.

### Other Products and Services

You understand and agree that if you request a service through the Website, RiskJockey will share your information with certain agency partners to process and fulfill your request.

You further agree that our business partners may contact you by telephone, email or mail based on the information you have provided to us, even if you have opted into the National Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List, or the Do Not Call List of an internal company.

You understand that RiskJockey may maintain the information you submitted via the Website whether you elect to complete a transaction or not.

### Responsibility of Website Visitors

RiskJockey, Inc. has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, RiskJockey, Inc. does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. RiskJockey, Inc. disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

#### Use of the RiskJockey Website and Service

You certify to RiskJockey, Inc. that: (i) you are at least eighteen (18) years of age; (ii) you assume full responsibility for the use of the Service by any minors; (iii) you agree that all information you have submitted to RiskJockey, online or otherwise, is accurate and complete, and that you have not knowingly submitted false information on or through the RiskJockey Website or Service; and, (iv) your use of the Service is subject to all applicable federal, state, and local laws and regulations.

#### Copyright Infringement and DMCA Policy

As RiskJockey, Inc. asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by [www.RiskJockey.com](http://www.RiskJockey.com) violates your copyright, you are encouraged to notify RiskJockey, Inc. in accordance with the Digital Millennium Copyright Act ("DMCA"). RiskJockey, Inc. will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of RiskJockey, Inc. or others, RiskJockey, Inc. may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, RiskJockey, Inc. will have no obligation to provide a refund of any amounts previously paid to RiskJockey, Inc.

#### Intellectual Property

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

does not transfer from RiskJockey, Inc. to you any RiskJockey, Inc. or third party intellectual property, and all right, title and interest in and to such intellectual property will remain with RiskJockey, Inc., its licensors, or other providers, as applicable.

RiskJockey®, www.riskjockey.com, and all other trademarks, service marks, graphics and logos used in connection with www.riskjockey.com or the Website are trademarks or registered trademarks of RiskJockey, Inc. or RiskJockey, Inc.'s licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any RiskJockey, Inc. or third-party trademarks.

## Changes

RiskJockey, Inc. reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. RiskJockey, Inc. may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## Termination

RiskJockey, Inc. may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a Services account, such account can only be terminated by RiskJockey, Inc. if you materially breach this Agreement and fail to cure such breach within thirty (30) days from RiskJockey, Inc.'s notice to you thereof; provided that, RiskJockey, Inc. can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## Disclaimer of Warranties

The Website is provided "as is". RiskJockey, Inc. and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither RiskJockey, Inc. nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

## Limitation of Liability

In no event will RiskJockey, Inc., or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; or (iii) for interruption of use or loss or corruption of data under this Agreement. RiskJockey, Inc. shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the RiskJockey, Inc. Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

## Indemnification

You agree to indemnify and hold harmless RiskJockey, Inc. its cooperating law enforcement agencies, contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to out of your violation this Agreement.

## Miscellaneous

This Agreement constitutes the entire agreement between RiskJockey, Inc. and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of RiskJockey, Inc., or by the posting by RiskJockey, Inc. of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of Georgia, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Fulton County, Georgia.

The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; RiskJockey, Inc.

may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.