

IMMY's Terms of Use

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1. Agreement to Terms of Use. IMMY ("IMMY", "us", "our", or "we") provides the information on its World Wide Web site (the "Site") under the following terms and conditions (the "Terms" or "Terms of Use"). By accessing and/or using this Site, you, and any entity you are using the Site on behalf of, agree to be bound by these Terms of Use. If you do not wish to be bound by these Terms, please do not use this Site.

We may change or modify these Terms from time to time without giving notice to you. If a change is made, the date of last modification at the beginning of these Terms will reflect the date the change was implemented to the Site. It is your sole responsibility to review these Terms of Use periodically and to be aware of any modifications. You acknowledge your agreement to be bound by the modified Terms by continuing to use this Site after such modifications.

2. <u>Content on the Site</u>. This Site and its entire contents, features, and functionality (including but not limited to all information, text, displays, images, video, audio, and their design, selection, and arrangement), are owned by IMMY.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this Site is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws, and is the sole property of IMMY. You may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this Site in any form or by any means without prior written permission from us. Your use of the Site does not constitute a transfer of any right, title, or interest in or to the Site or any content contained on it.

3. <u>Use of the Site</u>. Your use of the Site is subject to all applicable laws and regulations. You agree not to use the Site in any way that violates any international, federal, state, or local laws and regulations.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of or use or access to this Site.

- 4. <u>Privacy</u>. IMMY's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference.
- 5. <u>Disclaimer of Warranties</u>. All materials and services on this Site are provided "as is" and "as available" without warranty of any kind, either expressed or implied. IMMY disclaims any and all liability for the acts, omissions, and conduct of any third parties in connection with or related to your use of the Site. You assume total responsibility for your use of the Site and any linked sites. Your sole remedy against IMMY for dissatisfaction with the Site or its content is to stop using the Site.

IMMY uses reasonable efforts to include accurate and up-to-date information on the Site, but we do not make any warranties or representations as to its accuracy or completeness. IMMY may periodically add, change, improve, or update the information on the Site without giving notice to you. IMMY assumes no liability or responsibility for any errors or omissions in the content of the Site. Your use of the Site is at your own risk.

- 6. <u>Limitation of Liability</u>. In no event shall we be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not we have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of this Site or of any website reference or linked to from this Site.
- 7. <u>Indemnification</u>. Upon a request by us, you agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.
- 8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma, without regard to its conflicts of laws principles. You agree that any and all proceedings relating to this Site and the subject matter contained herein shall be maintained in the courts of the state of Oklahoma or the federal district courts sitting in Oklahoma, which courts shall have exclusive jurisdiction for such purpose.

- 9. <u>Entire Agreement</u>. These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.
- 10. <u>Contacting Us</u>. We value your opinions and suggestions. Please email us with any questions or concerns at customerservice@immy.com, or alternately you can write to us at the following address:

IMMY
General Counsel
2701 Corporate Centre Dr.
Norman, OK 73069 USA