

**BPL Global LLC**  
**Web Site Terms of Use Agreement**

***Last updated: April 17, 2015***

***Last reviewed: June 29, 2017***

For reasons of convenience, the words "BPL Global", "we", "us" or "ours" are used herein to refer individually and collectively to BPL Global LLC and its subsidiaries and affiliates, and the words "user", "you", "your" and "yours" refer to any person or entity using our Web sites.

Please read the following terms and conditions (herein collectively referred to as the "Agreement") carefully before using our Web sites. By accessing, browsing or using our Web sites, you agree to and are bound by the following terms and conditions. You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use our Web sites. This Agreement also extends to any e-mail sent by you to BPL Global at any time arising out of transactions involving our Web sites.

The following terms and conditions apply to our Web sites. Certain provisions of these terms and conditions may conflict with other legal notices or terms located on other portions of our Web sites. In the event of a conflict between this Agreement and any such other terms or conditions, this Agreement shall govern. The term "content" refers to any materials, documents, images, graphics, logos, design, audio, video, software and any other information provided from or on our Web sites.

**1. We Provide Our Web Sites For Your Convenience Only.** Our Web sites are provided to you as a convenience and for your information only. We make no representation or warranty, and explicitly disclaim any representations or warranties that either:

- a. the content on our Web sites is accurate or complete;
- b. the content on our Web sites is up-to-date or current;
- c. the content on our Web sites is free from technical inaccuracies or typographical errors;
- d. the content on our Web sites is free from changes caused by third party; or
- e. your access to our Web sites and content will be free from interruptions, errors, computer viruses or other harmful content.

**THE CONTENT ON AND ANY SERVICES PROVIDED USING OUR WEB SITES IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE CONTENT ON OUR WEB SITES. WHILE WE ATTEMPT TO ASSURE YOUR ACCESS AND USE OF OUR WEB SITES WILL BE UNINTERRUPTED, ERROR OR VIRUS FREE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR WEB SITES OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL CONTENT.**

**WE DO NOT ASSUME ANY LIABILITY FOR THE MATTERS LISTED ABOVE AND YOU USE OUR WEB SITES AT YOUR OWN RISK.**

**2. We may change this Agreement's Terms and Conditions at Any Time.** We may at any time revise these terms and conditions by updating this posting. Any revisions to our Web site are effective immediately upon posting of the revisions to the Web site. Your continued use of our Web sites following the posting of the revisions constitutes your acknowledgement and acceptance of the revised terms and conditions. You should therefore periodically visit this page to review the then current BPL Global Web Site User Agreement.

**3. We Do Not Have Responsibility for Links to Third Party Content.** We may provide links or pointers to other Web sites maintained by third parties or may provide third party content on our Web site. The links to third party Web sites are provided for your convenience and information only. We may remove a link to a third party Web site at any time. If we do provide a link to a third party Web site, it does not mean that we endorse, authorize or sponsor that Web site. It also does not mean that we are affiliated with the third party Web site's owners or sponsors. The content in any linked Web site is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our Web site, you do this entirely at your own risk.

**4. If a Third Party Links to Our Web Sites, It is Not an Endorsement.** If a third party links to our Web sites, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Web sites. A Web site that links to our Web site:

- a. may link to, but not replicate, our content;
- b. must not create a browser, border environment or frame our content;
- c. must not imply that we are endorsing it or its products;
- d. must not misrepresent its relationship with us;
- e. must not present false information about our products or services; and
- f. must not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

**5. Confidentiality and Proprietary Rights Considerations If You Transmit or Provide Data to Us.** We do not want to receive confidential or proprietary information from you through our Web sites. Any information, suggestion, idea, graphic, remark, or other submission made by a user to BPL Global through our Web sites, whether submitted by email or otherwise, shall become the exclusive property of BPL Global and shall not be deemed to be confidential except as provided by BPL Global's Web Site Privacy Policy. BPL Global shall be entitled to use any such submission and any derivative works created therefrom, and any related concepts, ideas, techniques, or know-how for any lawful purpose without any obligation to any user submitting the same and without any other restriction, permission, or compensation. Each user making any such submission thereby acknowledges the originality of such submission and accepts responsibility for its accuracy, completeness, appropriateness, and legality. You are prohibited from posting on or transmitting to or from our Web sites any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

**6. Your Use of Our Web Sites is Restricted.** Our Web sites and the content are owned and operated by us. Our Web sites' content, design, pictures and files are copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions as well as by trademark laws, the laws of privacy and publicity, and communications regulations and statutes, ALL RIGHTS RESERVED, by BPL Global, its affiliates and subsidiaries and/or third-party licensors. Content from [www.bplglobal.net](http://www.bplglobal.net) may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way.

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To the extent a name, logo or design does not appear on the above list, such lack of appearance does not constitute a waiver of any intellectual property rights that BPL Global has established in its product or service names or logos, or in product configurations or designs, all of which rights are expressly reserved.

**7. By Providing Content, We Do Not Allow You to Use Our Trademarks.** The trademarks, service marks and logos of BPL Global LLC, its affiliates, subsidiaries and third-party licensors used and displayed on our Web sites are our registered and unregistered trademarks or service marks or of our third-party licensors. Nothing on our Web sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks or service marks without our written permission. The name of BPL Global LLC, our subsidiaries and affiliates or the logos of any of them and the content of our Web sites may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Web sites, without our prior written permission or the written permission the respective copyright owner. You are not authorized to use our logo as a hyperlink to our Web sites unless you obtain our written permission in advance.

**8. Translations.** Certain content on our Web sites may be made available in languages other than English. Text may be translated by a person or solely by computer software with no human intervention or review. These translations are provided as a convenience to you, and we make no representations, warranties or commitments regarding the accuracy or completeness of the translation, whether or not computer-generated or performed by a person.

**9. You Must Obey Local Laws in Accessing Our Web Sites.** Our Web sites are controlled by us from our offices within the United States of America. We make no representation that content on the Web sites is appropriate or available for use in other jurisdictions. Access to our Web site content from jurisdictions where such access is illegal is prohibited. If you choose to access our Web sites from other jurisdictions, you do so at your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violations of law. You may not use or export the materials in this site in violation of U.S. export laws and regulations. Any claims relating to our Web site and its content and materials shall be governed by the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding at law or in equity between us for any purpose concerning this Agreement, the parties' obligations or use of the Web sites shall be brought exclusively in a federal or state court located in Allegheny County in the Commonwealth of Pennsylvania in Allegheny County and you hereby irrevocably and you

unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions.

**10. EMAIL OR TEXTS.** In connection with programs or services you have enrolled in where you have provided us with your email or phone number, BPL Global may attempt to send you courtesy email or text notifications. Delivery of email or texts may be affected by circumstances beyond the control of BPL Global, including but not limited to incorrect email addresses or phone numbers provided by users, changed email addresses or phone numbers as to which BPL Global has not been notified, personal and Internet spam filters, size filters, timing of the delivery of emails, unavailability of emails, or other network problems. BPL Global assumes no responsibility for the timeliness, deletion, missed delivery, or failure of emails or texts due to the foregoing or the failure to store data, failure of personalized settings by users or email service providers, or any other cause. Users have the responsibility to make every effort to allow delivery of email or texts sent by BPL Global. BPL Global has no responsibility for damages or loss due to emails or texts that are not received by users for any reason. Each user is responsible for reading in a timely manner emails or texts sent by BPL Global. **You may opt-out of receiving text (SMS) messages or electronic mail from us at any time by e-mailing a request to [privacy@bplglobal.net](mailto:privacy@bplglobal.net) from the mobile device receiving the messages and typing "OPT OUT" in the message, or you may opt out of receiving electronic mail by e-mailing your request to [privacy@bplglobal.net](mailto:privacy@bplglobal.net). You acknowledge that opting out of receiving text (SMS) messages and/or electronic mail may negatively impact your ability to obtain services from BPL Global.**

**11. DISCLAIMER OF LIABILITY. IN NO EVENT WILL BPL GLOBAL BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES FOR ANY USE OF OUR WEB SITES, OR ANY LINKED WEB SITE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON ANY USER'S COMPUTER HARDWARE OR INFORMATION HANDLING SYSTEMS, OR OTHERWISE, REGARDLESS OF WHETHER BPL GLOBAL HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. BPL GLOBAL IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, OR SOFTWARE FAILURES OR LOSSES OF ANY KIND, OR FOR FAILED, INCOMPLETE, DISTORTED, OR DELAYED DATA TRANSMISSIONS, OR EQUIPMENT INCOMPATIBILITIES, IN RELATION TO ANY USE OF THIS WEB SITE. BPL GLOBAL IS NOT RESPONSIBLE FOR DAMAGE RESULTING FROM DESTRUCTIVE COMPUTER CODE SUCH AS VIRUSES, WORMS, TROJAN HORSES, AND THE LIKE. UNDER NO CIRCUMSTANCES WILL BPL GLOBAL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF INFORMATION, INTERACTIVE FORMS, CONTENT, OR COMPUTER CODE ON THIS WEB SITE OR ANY WEB SITE ACCESSIBLE THROUGH THIS WEB SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.**

**12. You Agree to Indemnify Us for Using Our Web Site.** You agree to indemnify, defend and hold harmless BPL Global and its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions by you.

**13. Third Parties May Have Rights Under This Agreement.** Some of the provisions of this Agreement are for the benefit of BPL Global, its subsidiaries and their officers, directors, employees,

agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

**14. How This Agreement May Be Terminated.** We may terminate this Agreement and we may block you from using our Web site without notice at any time for any reason. You may terminate this Agreement at any time; provided that you may no longer use our Web site after you have terminated this Agreement. Section 1 (Convenience), 5 (Confidentiality and Proprietary Rights), 6 (Restricted), 7 (No Use of Trademarks), 9 (Local Laws), 12 (Indemnify), and 13 (Third Party Rights) of this Agreement shall survive any termination of this Agreement.

**15. Miscellaneous.** Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you, except as we prohibit under the terms of our Privacy Policy which can also be found on this Web site. Captions and titles in this Agreement and in any other terms, conditions, or policies with respect to this Website or the Web Services are for convenience only and are not to be construed to affect the meaning or affect this Agreement or any such other terms, conditions, or policies. If any provision of these terms and conditions of this Agreement are deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.