

Audit Prodigy

Website and Application Terms of Use

These terms of use are entered into by and between You and **Perceptive Control Solutions LLC, a registered limited liability company in the state of Colorado, United States of America** ("Company", "we" or "us"). The following terms and conditions, govern your access to and use of www.auditprodigy.com including any content, functionality and services offered on or through Audit Prodigy software application ("app") (the "**Website and Application**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website and Application. **By using the Website and Application or by clicking to accept or agree to Use any aspect of when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website and Application.

This Website and Application is offered and available to users who 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website and Application, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website and Application.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website and Application thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website and Application.

Your continued use of the Website and Application following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Application and Account Security

We reserve the right to withdraw or amend this Website and Application, and any service or material we provide on the Website and Application, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website and Application is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website and Application, or the entire Website and Application, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website and Application.
- Ensuring that all persons who access the Website and Application through your internet connection are aware of these Terms of Use and comply with them.

To access the Website and Application or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and Application that all the information you provide on the Website and Application is correct, current and complete. You agree that all information you provide to register with this Website and Application or otherwise, including but not limited to through the use of any interactive features on the Website and Application, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website and Application or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and Application 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 Company, 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.

These Terms of Use permit you to use the Website and Application for your contracted, commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website and Application, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Website and Application for your own record keeping and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- To the extent we provide *social media features* including but not exclusively links with Facebook or LinkedIn, you may take such actions as are enabled by such features consistent with their terms of use.

You must not:

- Modify copies of any materials from this site, except for routine professional purposes with respect to your organization
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- Allow access to Audit Prodigy application or provide screen shots or print-outs from the Application to any third party not hereby licensed.

If you wish to make any use of material on the Website and Application other than that set out in this section, please address your request to: support@auditprodigy.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website and Application in breach of the Terms of Use, your right to use the Website and Application will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website and Application or any content on the Website and Application is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website and Application not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the terms Audit Prodigy, the corresponding logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website and Application are the trademarks of their respective owners.

Prohibited Uses

You may use the Website and Application only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website and Application:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material except as explicitly permitted, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website and Application, or which, as determined by us, may harm the Company or users of the Website and Application or expose them to liability.

Additionally, you agree not to:

- Use the Website and Application in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website and Application, including their ability to engage in real time activities through the Website and Application.
- Use any robot, spider or other automatic device, process or means to access the Website and Application for any purpose, including monitoring or copying any of the material on the Website and Application.
- Use any manual process to monitor or copy any of the material on the Website and Application or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website and Application.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website and Application, the server on which the Website and Application is stored, or any server, computer or database connected to the Website and Application.

- Attack the Website and Application via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website and Application.

Reliance on Information Posted

The information presented on or through the Website and Application is made available solely for general information purposes and/or as a platform for existing and potential customers of the company to communicate and exchange information provided by them or third parties. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website and Application, or by anyone who may be informed of any of its contents.

This Website and Application may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website and Application

We may update the content on this Website and Application from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website and Application may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website and Application

All information we collect on this Website and Application is subject to our Privacy Policy. By using the Website and Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Application and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website and Application may provide certain social media features that enable you to:

- Link from your own or certain third-party Website and Applications to certain content on this Website and Application.
- Send e-mails or other communications with certain content, or links to certain content, on this Website and Application.

- Cause limited portions of content on this Website and Application to be displayed or appear to be displayed on your own or certain third-party Website and Applications.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions provided by either us or third parties with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Website and Application that is not owned by you.
- Cause the Website and Application or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website and Application other than the homepage.
- Otherwise take any action with respect to the materials on this Website and Application that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website and Application

If the Website and Application contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party Website and Applications linked to this Website and Application, you do so entirely at your own risk and subject to the terms and conditions of use for such Website and Applications.

Geographic Restrictions

The owner of the Website and Application is based in the state of Colorado in the United States of America. We provide this Website and Application for use only by persons located in the United States. We make no claims that the Website and Application or any of its content is accessible or appropriate outside of the United States. Access to the Website and Application may not be legal by certain persons or in certain countries. If you access the Website and Application from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website and Application will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY

HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE AND APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND APPLICATION OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE AND APPLICATION LINKED TO IT.

YOUR USE OF THE WEBSITE AND APPLICATION, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND APPLICATION IS AT YOUR OWN RISK. THE WEBSITE AND APPLICATION, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND APPLICATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE AND APPLICATION. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE AND APPLICATION, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE AND APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND APPLICATION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE AND APPLICATION, ANY WEBSITE AND APPLICATIONS LINKED TO IT, ANY CONTENT ON THE WEBSITE AND APPLICATION OR SUCH OTHER WEBSITE AND APPLICATIONS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND APPLICATION OR SUCH OTHER WEBSITE AND APPLICATIONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website and Application, including, but not limited to, your User Contributions, any use of the Website and Application's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website and Application.

Governing Law and Jurisdiction

All matters relating to the Website and Application and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website and Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado [in each case located in the City and County of Denver although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Website and Application, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Colorado law.

[Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE AND APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and, our Privacy Policy and the Terms and/or (depending on the circumstances) the Conditions of Services For the Checkmate Ads Web Platform constitute the sole and entire agreement between you and the Company with respect to the Website and Application and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website and Application.