

By accessing and using www.1unit.com or any variation of that address that includes “1unit.com” in the URL (“Website”), You agree to be bound by the following Terms of Service (“Terms”). For clarity purposes, “You” includes you and your employer, “Website” means the Website in its entirety, including any and all software, code, programs, material, and any content available on the Website, and any access to or use of the Website under a demonstration arrangement with 1Unit, means that You agree to be bound by these Terms.

1Unit reserves the right to pursue legal action for all unauthorized access to and prohibited use of the Website.

The Website is owned and operated by 1Unit and is protected by U.S. and international intellectual property laws, including but not limited to all applicable copyright, patent, and trademark laws. Any access to or use of the Website does not in any way convey any rights in or to the Website or any of 1Unit’s intellectual property, including all copyrights, patents, and trademarks. Modifying, copying, reproducing, republishing, uploading, downloading, posting, transmitting, or distributing the Website in whole or in part in any way is strictly prohibited.

The Website may not be used for any purpose that is unlawful, that in any way causes harm or damage to the Website, 1Unit, or another party, no matter how incidental the harm or damage might be, or for any purpose that is contrary to these Terms, the 1Unit Order Form, the 1Unit Sales Agreement (“Agreement”), or 1Unit’s Privacy Policy. In addition, the Website may not be used in any way that could damage, disable, overburden, or impair the Website in any way or that might interfere with how the Website operates and functions or with another party’s use of the Website.

1Unit does not offer any warranties or make any representations about any benefits or opportunities which you or your employer may obtain from the use of the Website or any content therein. In addition, 1Unit disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Website is made available “as is” and without any warranties whatsoever about the nature, content or accuracy (either when posted or as a result of the passage of time) of any content. In addition, 1Unit makes no representations, warranties, or guarantees that the Website will be secure, accessible continuously without interruption, or error free.

1Unit disclaims any liability, whether based in contract, tort, negligence, strict liability or otherwise, for any direct, indirect, incidental, punitive, consequential, or special damages arising out of or in any way connected with your access to, use of, or reliance on the Website (even if 1Unit has been advised of the possibility of such damages) or that arise in connection with mistakes or omissions in, or delays in transmission of information to or from you, whether caused in whole or in part by negligence, acts of god, communication failure, theft or destruction of, or unauthorized access by a third party.

You also agree to defend, indemnify, and hold 1Unit, its affiliates, its officers, directors, employees, agents, and independent contractors harmless from and against any and all claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and

accounting fees, arising out of, resulting from, or alleged to result from your access to or use or your employer's use of the Website.

Any conflict arising out of the Terms or access to and/or use of the Website shall be governed by and construed in accordance with the laws of the State of Georgia, USA, regardless of the law that might otherwise apply under applicable conflict of laws. Any legal action brought to enforce these Terms shall be filed in a court of competent jurisdiction in the state or federal courts located in Fulton County, Georgia.

1Unit retains the right to modify the Terms that reflect changes in the law, changes to the Website, changes to the Agreement, or changes to how 1Unit operates. 1Unit will provide commercially reasonable efforts to provide notifications of any changes to the Terms. Accordingly, if any of the Terms are not acceptable to you, you may stop accessing and/or using the Website at any time. If any part of the Terms are deemed to be unlawful, void or for any reason unenforceable, then that part of the Terms shall be deemed severable from the rest of Terms and shall not affect the validity and enforceability of the rest of the Terms. In there is a conflict between the Terms and the Agreement, the Agreement shall govern.

1Unit reserves the right to enforce the Terms at any time. Any failure or delay to enforce the Terms by 1Unit should not be construed in any way as a waiver of any or all of the Terms.

These Terms of Service are effective as of August 1, 2015.