### **Terms of Use**

# Introduction; Your Agreement to these Terms of Use.

Welcome to the SubAzimuth web site, currently located at <a href="http://www.subazimuth.com/">http://www.subazimuth.com/</a>.

The following Terms of Use for the SubAzimuth web site is a legal contract between you ("You" or, collectively, "Users") and SubAzimuth regarding your use of the SubAzimuth web site.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY ACCESSING, BROWSING, OR USING THE SUBAZIMUTH WEB SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL POLICIES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SUBAZIMUTH WEB SITE.

## 1. Eligibility.

The SubAzimuth web site is not available to persons under the age of 18 or to any previous Users previously suspended or removed from accessing the SubAzimuth web site by SubAzimuth.

BY USING THE SUBAZIMUTH WEB SITE, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM ANY OF THE SUBAZIMUTH WEB SITE.

## 2. Incorporation by Reference.

Your privacy is important to SubAzimuth. SubAzimuth's Privacy Policy is hereby incorporated into these Terms by reference. Please read our Privacy Policy carefully for information relating to SubAzimuth's collection, use, and disclosure of your personal information.

#### 3. Individual Features and Services.

When using the SubAzimuth web site, You may be subject to any additional posted policies, guidelines or rules applicable to specific services and features which may be posted from time to time (the "Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any Policies, these Terms shall control.

#### 4. Modification of these Terms.

From time to time, we may change these Terms. If we change these Terms, we will inform you by posting the revised Terms on the SubAzimuth web site. Those changes will go into effect on the Revision Date shown in the revised Terms. By continuing to use SubAzimuth web site, you agree to the revised Terms.

#### 5. SubAzimuth Web Site License Grant.

### 5.1 License Grant.

Subject to Your compliance with the terms and conditions set out in these Terms, SubAzimuth hereby grants to You a personal, limited, non-exclusive, non-transferable, freely revocable license to use the SubAzimuth web site for your own personal, noncommercial use.

# 5.2 Reservation of Rights.

SubAzimuth reserves all rights not expressly granted in these Terms.

# 5.3 Prevention of Unauthorized Use.

SubAzimuth reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use or access of the SubAzimuth web site, including, but not limited to, technological barriers, IP mapping, and directly contacting Your Internet Service Provider (ISP) regarding such unauthorized use.

#### 6. Prohibited Conduct.

### BY USING THE SUBAZIMUTH WEB SITE YOU AGREE NOT TO:

- 6.1 use the SubAzimuth web site for any purposes other than (i) to receive information regarding SubAzimuth (ii) to provide information to SubAzimuth when applicable to your use of the SubAzimuth web site (such as responding to a job opening);
- 6.2 delete indications or notices regarding the copyright or other proprietary rights on the SubAzimuth web site or any third party content;
- 6.3 use the SubAzimuth web site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- 6.4 use the SubAzimuth web site if You are under the age of eighteen (18) years old;
- 6.5 intentionally interfere with or damage operation of the SubAzimuth web site or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- 6.6 take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on SubAzimuth's infrastructure;
- 6.7 interfere or attempt to interfere with the proper workings of the SubAzimuth web site; or,
- 6.8 bypass robot exclusion headers or other measures SubAzimuth may use to prevent unauthorized access to the SubAzimuth web site.

### 7. Submitted Information; Feedback

You agree that any information You provide to SubAzimuth at any time will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. You hereby grant SubAzimuth and its affiliates a perpetual, non-exclusive, fully paid, royalty free, license and right to use any information you provide to SubAzimuth for any purpose, in any manner, and in any medium. You further agree that SubAzimuth and its affiliates are free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback ("Feedback"), whether oral or written, that you may provide to SubAzimuth or its affiliates. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that SubAzimuth has no duties to you, with respect to such Feedback.

### 8. Third-Party Sites, Products and Services; Links.

The SubAzimuth web site may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). SubAzimuth does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at Your own risk.

### 9. Termination; Terms of use Violations.

### 9.1 SubAzimuth.

You agree that SubAzimuth LLC, in its sole discretion, for any or no reason, and without penalty, may terminate Your use of the SubAzimuth web site. SubAzimuth LLC, may also in its sole discretion and at any time discontinue providing access to the SubAzimuth web site, or any part thereof, with or without notice. You agree that any termination of Your access to the SubAzimuth web site may be effected without prior notice, and You agree that SubAzimuth LLC, will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or

illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies SubAzimuth LLC, may have at law or in equity.

9.2 You.

Your only remedy with respect to any dissatisfaction with (i) the SubAzimuth web site, (ii) any term of these Terms, (iii) any policy or practice of SubAzimuth LLC, in operating the SubAzimuth web site, or (iv) any content or information transmitted through the SubAzimuth web site, is to terminate these Terms and Your use of the SubAzimuth web site. You may terminate these Terms at any time by discontinuing use of any and all parts of the SubAzimuth web site.

### 10. Ownership; Proprietary Rights.

The SubAzimuth web site is owned and operated by SubAzimuth. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the SubAzimuth web site provided by SubAzimuth LLC, (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained on the SubAzimuth web site are the property of SubAzimuth LLC, or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to SubAzimuth LLC, or its affiliates and/or third-party licensors. Except as expressly authorized by SubAzimuth LLC, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. SubAzimuth LLC, reserves all rights not expressly granted in these Terms.

#### 11. Indemnification.

You agree to indemnify, save, and hold SubAzimuth LLC, its affiliated companies, contractors, employees, agents and its third-party suppliers,

licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your (or anyone using Your account's) use or misuse of the SubAzimuth web site, any violation by You of these Terms, or any breach of the representations, warranties, and covenants made by You herein. SubAzimuth LLC, reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify SubAzimuth LLC, and You agree to cooperate with SubAzimuth LLC, defense of these claims. SubAzimuth LLC, will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

### 12. Disclaimers; No Warranties.

#### 12.1 No warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SUBAZIMUTH LLC, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SUBAZIMUTH LLC, OR THROUGH THE SUBAZIMUTH WEB SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 12, THE TERM SUBAZIMUTH LLC, INCLUDES SUBAZIMUTH LLC OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

### 12.2 "As is" and "As available" and "With All Faults".

YOU EXPRESSLY AGREE THAT THE USE OF THE SUBAZIMUTH WEB SITE IS AT YOUR SOLE RISK. THE SUBAZIMUTH WEB SITE AND ANY DATA, INFORMATION, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SUBAZIMUTH WEB SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL

FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

### 12.3 Content.

SUBAZIMUTH LLC, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SUBAZIMUTH WEB SITE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

### 12.4 Accuracy.

SUBAZIMUTH LLC, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SUBAZIMUTH WEB SITE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

## 12.5 Harm to Your Computer.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SUBAZIMUTH WEB SITE OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE USE OF SUCH MATERIAL OR DATA.

## 13. Limitation of Liability and Damages.

# *13.1 Limitation of Liability.*

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL SUBAZIMUTH LLC OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT,

INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS ON THE SUBAZIMUTH WEB SITE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH SUBAZIMUTH LLC, EVEN IF SUBAZIMUTH LLC OR AN SUBAZIMUTH LLC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 13.2 Limitation of Damages.

IN NO EVENT WILL SUBAZIMUTH LLC OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SUBAZIMUTH WEB SITE OR YOUR INTERACTION WITH OTHER SUBAZIMUTH WEB SITE USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED ONE HUNDRED DOLLARS.

# 13.3 Reference Sites.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN SUBAZIMUTH LLC AND RECEIVED THROUGH ANY REFERENCE SITES.

# 13.4 Basis of the Bargain.

YOU ACKNOWLEDGE AND AGREE THAT SUBAZIMUTH LLC HAS OFFERED ITS PRODUCTS AND SERVICES AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND

THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A
REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND
SUBAZIMUTH LLC AND THAT THE WARRANTY DISCLAIMERS AND THE
LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS
OF THE BARGAIN BETWEEN YOU AND SUBAZIMUTH LLC. SUBAZIMUTH
LLC WOULD NOT BE ABLE TO PROVIDE THE SUBAZIMUTH WEB SITE TO
YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE
LIMITATIONS.

## 13.5 Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IS SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

### 14. United States Export Controls.

We agree to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any software, technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained with respect to the countries specified in the applicable United States Export Administration Regulations (or any successor supplement or regulations). The transfer of certain technical data and commodities may require a license from an agency of the United States government and/or written assurances by You that You will not export such software, technical data or commodities to certain foreign countries without prior approval of such

agency. Your rights under these Terms are contingent on Your compliance with this provision.

#### 15. Miscellaneous.

### 15.1 Notice.

SubAzimuth LLC may provide You with notices, including those regarding changes to SubAzimuth LLC terms and conditions, by postings on the SubAzimuth web site. You hereby consent to notice in this manner.

### 15.2 Waiver.

The failure of SubAzimuth LLC to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by SubAzimuth LLC.

# 15.3 Governing Law; Jurisdiction.

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflict of laws. The parties agree that the federal and state courts residing in San Francisco, California will have exclusive jurisdiction over these Terms.

## 15.4 No Third Party Beneficiary.

The parties specifically disavow any desire or intention to create a "third party" beneficiary contract, and specifically declare that no person, except for the parties and their permitted assigns, shall have any rights hereunder nor any right of enforcement hereof.

# 15.5 Severability.

If any provision of these Terms or any Policies is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or

eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

### 15.6 Assignment.

These Terms and related Policies, and any rights and licenses granted hereunder, may not be transferred, or assigned by You, but may be assigned by SubAzimuth LLC without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

### 15.7 Survival.

Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

## 15.8 Headings.

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

## 15.9 Entire Agreement.

This is the entire agreement between You and SubAzimuth LLC relating to the subject matter herein and will not be modified except by a change to these Terms made by SubAzimuth LLC as set forth in Section 4 above.

# 15.10 No Agency.

No agency, partnership, joint venture, employee-employer or franchiserfranchisee relationship is intended or created by this Agreement.

### 15.11 Disclosures.

#### PRIVACY POLICY

At SubAzimuth, we are committed to ensuring the privacy of our users. This privacy policy explains SubAzimuth's privacy practices related to SubAzimuth web site, currently located at www.subazimuth.com. Your continued use of SubAzimuth LLC's web site constitutes your agreement with this Privacy Policy and any subsequent updates.

#### Personal Information We Collect

You may provide personal information to us when you interact with SubAzimuth. For example, depending on the specific SubAzimuth web site page, you may provide us with personal information when you:

Contact us by email for any reason (such as to ask a question or provide us with your comments/feedback) and we collect your name and email address from this contact;

- 2. You are using our online request system/tool to download data sheets and product guides or to request product: or
- 3. Submit your resume or other personal information in response to a job opening posted on the SubAzimuth web site.

Your use of the SubAzimuth web site and submission of information indicates your consent to these uses of personal information described below. To respond to your request, this information is stored on SubAzimuth LLC servers in the United States.

When you visit the SubAzimuth web site, some information is also automatically collected, such as your computer's Internet Protocol (IP) address, your computer's operating system, the browser type, the address of a referring web site, and the time and date of your visit and pages visited. This information is collected through the use of "cookies." A cookie is a small text file that is stored on your computer. Cookies are used by the web site on subsequent visits. The information stored in a cookie may relate to your browsing habits on the web page, or a unique identification number so that the web site can "remember" you on a return visit.. You have the ability to accept or decline cookies or, if you prefer, you can modify your web browser settings to decline all cookies or selectively decline cookies as they are offered. Please see below for more information about our use of cookies.

#### How We Use Personal Information

We use personal information for internal purposes only. In general, we may use personal information to process your requests and provide you information or services requested. We may also use personal information for certain auditing, research and analysis to operate and improve SubAzimuth LLC technologies and services. When we use your personal information, it may be processed on our servers in the United States of America and in other countries, and your information may be processed on a server that lies outside your own country.

#### Marketing Information.

From time to time and in compliance with applicable law requirements (e.g. based upon your prior consent if required under the law applicable to you), we may use contact information that you have provided to send you information regarding products and services, as well as other information that we think may be useful to you. If you do not wish to receive marketing information from us, you may opt out by declining marketing information when registering or at other information collection points on the SubAzimuth web site or by following opt out instructions included in such communications.

Use of Aggregate Information

Personal information does not include "aggregate" information. Aggregate information is data we collect about a group or category of services or users, from which individual identities have been removed. In other words, information about how you use a service may be collected and combined with information about how others use the same service, but no personal information will be included in the resulting data. Aggregate data helps us understand trends and customer needs so that we can better consider new services and tailor existing services to customer desires. We may share aggregated non-personal information with third parties outside of SubAzimuth LLC.

#### **Sharing of Personal Information**

We do not sell, rent, or share personal information with third parties without your prior consent except in the limited circumstances described in this privacy policy. We share personal information with subsidiaries, affiliates, third-party vendors and contractors who assist us in performing internal functions necessary to operate our business and to fulfill product orders or deliver services, or otherwise to fulfill a contractual obligation to you. These functions may include, for example, analyzing data and providing support for the SubAzimuth web site. We require our third party vendors to only use the information for the purpose it was provided. We are not responsible for any additional information you provide directly to third parties, and we encourage you to become familiar with their practices before disclosing information directly to them.

We also reserve the right to disclose personal information when we believe it is required or appropriate to comply with the law or legal process (e.g., a lawful subpoena, warrant or court order); to enforce or apply this privacy policy or our other policies or agreements; to initiate, render, bill, and collect for amounts owed to us; to protect our or our users' rights, property or safety; to prevent or protect our users from fraudulent, abusive, or unlawful use of the SubAzimuth web site; to ensure the security of our network and services; or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

In addition, information about our users, including personally identifiable information, may be disclosed as part of any merger, acquisition, debt financing, sale of company assets, as well as in the event of an insolvency, bankruptcy, or receivership in which personally identifiable information could be transferred to third parties as one of the business assets of the company.

#### **Cookie Policy**

SubAzimuth uses cookies to provide you with the best experience on the SubAzimuth web site. We may use "cookies" on the SubAzimuth web site to allow visitors to use the Site without having to log in upon returning, to input information to email forms, to improve the Site, to verify that visitors meet the necessary criteria to process their requests and to improve the management and security of the Site.

The following are categories of cookies used by SubAzimuth

Session cookies. These are temporary and are deleted as soon as you close your Internet browser.

Persistent cookies. These are stored on your computer or device until they expire or you remove them. They store personal preferences such as your language preferences on multi-lingual sites to make subsequent visits easier.

Third party cookies. We work with third parties who, on our behalf, research the use of our web site and activities on it. In doing so they may place a cookie on your computer or device. However, it would not contain any personal data that others could read and understand.

Unless otherwise notified by SUBAZIMUTH or as described herein, SUBAZIMUTH will not use personal data sent in a cookie for marketing purposes and will not share this personal data with third parties. Cookies deployed by SUBAZIMUTH cannot be used to run programs or download viruses on your hard drive, and they do not allow SUBAZIMUTH any kind of control over your computer. SUBAZIMUTH does not use cookies to access information stored on your hard drive or to store information therein (other than mere identification data).

If you do not wish to receive cookies from the Site, you can set your browser to warn you before accepting cookies and refuse the cookie when alerted by the browser to its presence. Cookies can also be refused by turning them off in the browser. Please refer to your web browser's instructions or help screen to learn more about these functions.

#### Links to Other Web Sites

The SubAzimuth web site may contain links to other web sites. Any personal information you provide on the linked pages is provided directly to that third party and is subject to that third party's privacy policy. Except as described above, we are not responsible for the content or privacy and security practices and policies of web sites to which we link. Links from the SubAzimuth web site to third parties or to other web sites are provided for your convenience only. We encourage you to learn about their privacy and security practices and policies before providing them with personal information.

#### Use of the SubAzimuth web site by Children

You must be 18 years old or older to use the SubAzimuth web site. Accordingly, we do not knowingly collect information from children under the age of 13. If we become aware that we have inadvertently received information from a child under the age of 13, we will delete such information from our records.

#### Access, Update or Correct Your Personal Information

If you have created an account or a personal profile on the SubAzimuth web site, you may be able to access and update some or all your personal information on your account settings or profile page. If you wish to access, update or correct other personal information, please contact us.

#### Security

We have put into place reasonable security measures to protect personal information while it is under our control. Although we take reasonable security precautions, no computer system or transmission of information can ever be completely secure or error-free, and you should not expect that your information will remain private under all circumstances. In addition, it is your responsibility to safeguard any passwords, ID numbers, or similar individual information associated with your use of the SubAzimuth web site.

#### **Policy Changes**

From time to time, we may change this Privacy Policy. If we change this Privacy Policy, we will inform you by posting the revised Privacy Policy on the SubAzimuth web site. Those changes will go into effect

on the Revision Date shown in the revised Privacy Policy. By continuing to use SubAzimuth web site, you agree to the revised Privacy Policy.