CONDITIONS FOR ACCESS AND USE

Welcome to the Fata & Fleishman's Startup Toolbox ("Toolbox"). All access to, and any use of, the Toolbox and its resources, including any websites or publications shared by the Toolbox, is governed by the following disclaimers and limits on use.

DISCLAIMER INFORMATION

Disclaimer of Liability

Neither the Toolbox nor its creators or contributors shall be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information. In no event shall the Toolbox or its creators or contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to: procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, tort (including negligence or otherwise), or any other theory arising in any way out of the use of the Toolbox, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, whether based on alleged breach of contract, tortious behavior, negligence or any other cause of action, including but not limited to damages or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, and/or theft, destruction or unauthorized access to, alteration of, or use of any record.

Indemnification

User agrees to defend, indemnify, and hold harmless, the Toolbox, its creators and contributors, any entity jointly created by them, their respective affiliates and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the Toolbox.

Disclaimer of Warranties/Accuracy and Use of Data/Computer Viruses

Although the data found in the Toolbox has been produced and processed from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The Toolbox provides information on an "AS IS" basis. All warranties of any kind, express or implied, including but not limited to the IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, freedom from contamination by computer viruses and non-infringement of

proprietary rights ARE DISCLAIMED. Changes may be periodically added to the information herein; these changes may or may not be incorporated in any new version of the Toolbox. If the user has obtained information from the Toolbox that is from a source other than the Toolbox, the user must be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out-of-date. It is recommended that the user pay careful attention to the contents of any metadata associated with a file, and that the originator of the data or information be contacted with any questions regarding appropriate use. If the user finds any errors or omissions, we encourage the user to report them to the Toolbox.

Disclaimer of Endorsement

The Toolbox distributes content sometimes supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of the Toolbox.

Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the Toolbox, and such reference shall not be used for advertising or product endorsement purposes.

Disclaimer: Links

Neither the Toolbox nor its creators or contributors is responsible for the contents of any offsite pages that reference, or that are referenced by, the Toolbox. The user specifically acknowledges that neither the Toolbox nor its creators or contributors is liable for any defamatory, offensive, misleading or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user.

Links from the Toolbox to other sites, or from other sites to the Toolbox, do not constitute an endorsement by the Toolbox. These links are for convenience only. It is the responsibility of the user to evaluate the content and usefulness of information obtained from other sites.

The Toolbox contains links to other sites. When you link to another site, you are no longer in the Toolbox, and are subject to the privacy policies and other practices of the new site. The Toolbox has no control over and is not responsible for the information, practices or content of these or any other sites and your participation in promotions or services of any kind with any third party found in or though the Toolbox, or your correspondence or business dealings of any kind with any third party found in or through the Toolbox, including without limitation, payments, warranties, or representations associated with such dealings, are solely between you and that third party.

The Toolbox does not, by way of its links to other sites, endorse, adopt, recommend, promote or support products, positions, statements made or taken by parties controlling the other sites.

The Toolbox is not responsible or liable for any loss or damage of any sort incurred as the result of your dealings with third party advertisers, or as the result of the presence of such advertisers on the web site.

Disclaimer of Duty to Continue Provision of the Data

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restrict access the next, and the location of items may change as menus, homepages, and files are reorganized. **User expressly agrees that use of the Toolbox is at the user's sole risk.** Neither the Toolbox, any entity jointly created by them, any of their affiliates, or any of their respective directors, officers, employees, agents, third party content providers or licensers warrants that the service will be uninterrupted or error free.

Choice of Law

Construction of the disclaimers herein and resolution of disputes thereof are governed by the laws of the State of California.

Copying of Documents

The Toolbox authorizes the user to copy, for non-commercial use only, documents published in the Toolbox. In consideration of this authorization, the user agrees that any copy of these documents which the user makes shall retain all copyright and other proprietary notices that may be contained therein.

Each individual document published by the Toolbox may contain other proprietary notices and copyright information relating to that individual document. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the Toolbox or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Toolbox copyright.

Although the Toolbox strives for accuracy in its shared publications, any publication may contain inaccuracies or typographical errors. Changes, corrections and improvements may be made periodically to these publications, and will be incorporated in new versions of these publications. The Toolbox may make changes, corrections and/or improvements in its publications, and/or the products, programs or services described in those publications, at any time without notice.