Terms of Service

THIS SITE AND RELATED SERVICES ARE PROVIDED SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THIS SITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

AGREEMENT BETWEEN USER AND RENAISSANCE

Renaissance and its affiliates (collectively "Renaissance") operate a variety of Web sites, Web pages, and other internet-related services (collectively, the "RENINC Web Sites"). Several of these are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your initial and ongoing use of the RENINC Web Sites constitutes your agreement to all such terms, conditions, and notices. Your use of a particular RENINC Web Site included within the RENINC Web Sites may also be subject to additional terms outlined elsewhere in this agreement. Additionally, the RENINC Web Sites may themselves contain additional terms that govern particular features or offers. In the event that any of the terms, conditions, and notices contained herein conflict with any additional terms or other terms and guidelines contained within any particular RENINC Web Site, then these terms shall control.

MODIFICATION OF THESE TERMS OF USE

Renaissance reserves the right to change the terms, conditions, and notices under which the RENINC Web Sites are offered, including but not limited to the charges associated with the use of the RENINC Web Sites. You are responsible for regularly reviewing these terms and conditions.

REGISTRATION OBLIGATIONS

If you are required to provide certain information as part of your registration to use any part of the RENINC Web Sites, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by any registration form and (b) maintain and promptly update such information that is untrue, inaccurate, not current or incomplete. Renaissance has the right to suspend or terminate your account and refuse any and all current or future use of the RENINC Web Sites if you provide any information that is untrue, inaccurate, not current or incomplete, or if Renaissance has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete.

Term of Service
Any person receiving access to the RENINC Web Sites will be charged the appropriate fee, if any, described upon registering for the particular service, until notice of cancellation. Service will be provided until cancelled by you or terminated by Renaissance. In either event, you will be "unregistered" from the service at such time.

Renaissance may terminate service if you violate these Terms and Conditions or the terms and conditions of any other arrangement with Renaissance, if you fail to meet payment obligations agreed upon, or if you violate any federal, state or local law with regard to any use of any part of the RENINC Web Sites. Renaissance also may terminate service without cause upon ten (10) days notice. You may cancel service at any time by providing written notice to Renaissance. You may not transfer any rights and obligations hereunder without the prior, written approval of Renaissance.

Services offered are subject to change, modification, or discontinuation, and prices for such services may vary. A change, modification, or discontinuation in services or a variation in prices shall be effective immediately upon notice to you. Notice includes, but is not limited to, updates to these Terms and Conditions posted on the RENINC Web Sites, notification by electronic or conventional mail at your last known electronic or physical address, or any other means by which you receive notice. Any access to, or use of, services after notice is provided to you shall be deemed an acceptance by you of any such change, modification, or discontinuation of service or variation in its price. You may change services upon written or electronic notice to Renaissance.

**Billing**

Where required, you must provide Renaissance with complete and accurate billing information, including name, address, telephone number, facsimile number, e-mail address and credit card information (if you intend to pay by credit card). By providing a credit card number, you grant Renaissance the authority to bill charges to that credit card. Monthly and one-time fees and charges, including installation fees (if any), will be billed automatically to that credit card while you are subscribed to a such service. All fees and charges (including applicable taxes) incurred in connection with the use of a user's name, account number, password or other identification will be billed to your credit card. You will receive an invoice/receipt via e-mail that describes the fees and charges billed to that credit card. In the event there is a discrepancy or inaccuracy in a Statement of Account, you must contact Renaissance in writing within forty-five (45) days of the date of the Statement of Account showing the questioned entry.

**MEMBER ACCOUNT, PASSWORD AND SECURITY**
If you receive a password or account designation upon completion of any registration process, you agree to be responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You further agree to (a) immediately notify Renaissance of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of a session. Renaissance shall not be liable for any loss or damage arising from a failure to comply with this paragraph.

**PERSONAL AND NON-COMMERCIAL USE LIMITATION**

Unless otherwise specified, the RENINC Web Sites are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the RENINC Web Sites.

**LINKS TO THIRD PARTY SITES**

The RENINC Web Sites may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Renaissance and Renaissance is not responsible for the availability or the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site and does not endorse and is not responsible for any advertising, products or other materials on or available from such sites. Further, you acknowledge that Renaissance is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, or services available on or through any such site. In addition, Renaissance is not responsible for webcasting or any other form of transmission received from any Linked Site. Renaissance is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Renaissance of the site or any association with its operators.

**DEALINGS WITH ADVERTISERS**

Any business dealings or communications with, or participation in promotions of, advertisers found on or through the use of the RENINC Web Sites are solely between you and such advertiser. Renaissance shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the RENINC Web Sites.

**NO UNLAWFUL OR PROHIBITED USE**
As a condition of your use of the RENINC Web Sites, you warrant to Renaissance that you will not use the RENINC Web Sites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the RENINC Web Sites in any manner which could damage, disable, overburden, or impair the RENINC Web Sites or interfere with any other party’s use and enjoyment of the RENINC Web Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the RENINC Web Sites.

**USE OF COMMUNICATION SERVICES**

The RENINC Web Sites may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
● Harvest or otherwise collect information about others, including e-mail addresses, without their consent.

● Violate any applicable laws or regulations

Renaissance has no obligation to monitor the Communication Services. However, Renaissance reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Renaissance reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Renaissance reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Renaissance's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Renaissance does not control or endorse the content, messages or information found in any Communication Service and, therefore, Renaissance specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Renaissance spokespersons, and their views do not necessarily reflect those of Renaissance.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination, you are responsible for adhering to such limitations if you download the materials.

**MATERIALS PROVIDED TO RENAISSANCE OR POSTED AT ANY RENINC WEB SITE**

Renaissance does not claim ownership of the materials you provide to Renaissance (including feedback and suggestions) or post, upload, input or submit to any RENINC Web Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Renaissance, its affiliated companies and necessary sublicensees, permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.
No compensation will be paid with respect to the use of your Submission, as provided herein. Renaissance is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Renaissance’s sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

SOFTWARE AVAILABLE ON THE RENINC WEB SITES

Software (if any) that is made available to download from the RENINC Web Sites, excluding software that may be made available by end-users through a Communication Service, ("Software") is the copyrighted work of Renaissance and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software not accompanied by a license agreement, Renaissance hereby grants to you, the user, a personal, non-transferable license to use the Software for viewing and otherwise using the particular RENINC Web Site in accordance with these Terms of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices. All Software is owned by Renaissance and/or its suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. You acknowledge that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

COMPUTERS, DATA & TRANSMISSIONS

You agree that you are solely responsible for the security and maintenance of your computer system, software and data, including, but not limited to, creating firewalls, archiving data, and procuring and maintaining internet access and electronic mail. Further, you agree that Renaissance
is not responsible or liable for any harm resulting from corrupted, distorted or inaccurate data resulting from any data transfer.

INDEMNITY

You agree to indemnify and hold Renaissance and its subsidiaries, affiliates, officers, agents and employees harmless from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your use of the RENINC Web Sites, any Communication Service, any products or information obtained, any Software downloaded or any violation of the terms of this Agreement or the rights of another.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE RENINC WEB SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. RENAISSANCE AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE RENINC WEB SITES AT ANY TIME. ADVICE RECEIVED VIA THE RENINC WEB SITES SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. RENAISSANCE DOES NOT PROVIDE LEGAL OR FINANCIAL ADVICE AND NOTHING CONTAINED IN THE WEB SITES SHOULD BE CONSTRUED AS THE PRACTICE OF LAW BY RENAISSANCE.

RENAISSANCE AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE RENINC WEB SITES FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. RENAISSANCE AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL RENAISSANCE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE,
DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE RENINC WEB SITES, WITH THE DELAY OR INABILITY TO USE THE RENINC WEB SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE RENINC WEB SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE RENINC WEB SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RENAISSANCE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE RENINC WEB SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE RENINC WEB SITES.

SERVICE CONTACT

webmaster@reninc.com

TERMINATION/ACCESS RESTRICTION

Renaissance reserves the right, in its sole discretion, to terminate your access to any or all RENINC Web Sites and the related services or any portion thereof at any time, without notice.

GENERAL

This agreement is governed by the laws of the State of Indiana, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts in Marion County, Indiana, U.S.A. in all disputes arising out of or relating to the use of the RENINC Web Sites. Use of the RENINC Web Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Renaissance as a result of this agreement or use of the RENINC Web Sites. Renaissance’s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Renaissance’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the RENINC Web Sites or information provided to or gathered by Renaissance with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid,
enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Renaissance with respect to the RENINC Web Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Renaissance with respect to the RENINC Web Sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

COPYRIGHT AND TRADEMARK NOTICES

All contents of the RENINC Web Sites are: Copyright 1996 - 2000 Renaissance Inc. and/or its affiliates or suppliers, 6100 W. 96th Street, Suite 100, Indianapolis, Indiana 46278 U.S.A. All rights reserved.

TRADEMARKS

The Social Capital Company, the Renaissance "R" logo, and/or other Renaissance services and/or products referenced herein are either servicemarks/trademarks or registered servicemarks/trademarks of Renaissance. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.