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- (f) transmit files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (g) create a false identity for the purpose of misleading others, breach any contractual or confidentiality obligations, violate the privacy rights of others; or
- (h) provide false information, impersonate another person or entity, or misrepresent your affiliation with any entity.

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Resourcesoft may change these Terms from time to time. Please review these Terms periodically for any updates or changes. Your continued use of this Site following the posting of any updates or changes to these Terms constitutes your acceptance of such changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to immediately terminate use of the Site.

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#### 12. Indemnity

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#### 13. Limitation on Actions Brought against Resourcesoft

You agree that any claim or cause of action arising out of these Terms or your use of this Site must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by Resourcesoft to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

#### 14. Dispute Resolution

You agree that any dispute arising out of or relating in any way to your use of this Site requires that such claim be resolved exclusively by confidential binding arbitration except that, to the

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BECAUSE THE USE OF THIS SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the courts of The Commonwealth of Massachusetts or to any Federal Court located within the State of Massachusetts for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section 14 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in the state or federal courts in The Commonwealth of Massachusetts.

#### 15. Acknowledgement

You hereby acknowledge (a) that you have read and understood these Terms, and (b) that these Terms have the same force and effect as a signed agreement.

#### 16. General

If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Resourcesoft's failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and

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#### 17. Contact Information

If you have any questions about these Terms of Use, the practices of Resourcesoft, or your dealings with this Site, please contact us through the address below. You may also contact us to update your personal information by notifying us when you change your name or email address.

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