



Occidental Systems, Inc.
ONLINE POLICIES

Welcome to AuditPass.com, AuditPass.site, OccidentalSystems.com, and Occidentalsys.com. At Occidental Systems, Inc., we're dedicated to protecting our rights and the rights of our site visitors. We have developed these policies to govern your use of our site and we provide content and services to you subject to our policies. We encourage you to read them carefully. You can review our privacy policy at any time. Please be aware that visiting our site indicates your acceptance of these conditions and your understanding that we may update these policies from time to time without notice to you.

Privacy Policy

Effective Date: June 1, 2022

This Privacy Notice applies to this and all other websites (collectively referred to as the "Site") offered or operated by Occidental Systems, Inc. or its subsidiaries or affiliated companies (collectively referred to as "Occidental Systems"), except for any Occidental Systems sites that have their own posted Privacy Notice. Please note that the Site is hosted in the United States and any information you provide may be transferred to the U.S. or other countries.

Information we collect

We may collect the following types of information:

- Information you provide – When you sign up for access to Occidental Systems' online resources (including any customer applications), download documents or complete online forms, we may ask you for certain personal information. You may be asked to provide personal information such as: name, title, function, e-mail address, address and certain demographic information. When placing an order or carrying out a transaction on the Site, you may be asked for financial information such as credit card details. You may also voluntarily share other information such as feedback, opinions, or information shared via the Contact Us feature.
- Cookies – A cookie is a piece of data stored on a user's computer that is tied to information about the user. When you visit the Site, we send one or more cookies to your computer or other browsing device. We use cookies to improve the quality of our service, including for storing user preferences, improving search results and ad selection, and tracking user trends. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some Occidental Systems features and services may not function properly if your cookies are disabled.
- Web beacons – Web pages may contain electronic images (called a "single-pixel GIF" or "web beacon") that allow a web site to count users who have visited that page or to access certain cookies. We use web beacons to track the effectiveness of an email campaign and to transfer an individual's unique user identification (often in the form of a cookie) and associate your updated information into our database. Our practice is to include web beacons in HTML-formatted email messages (messages that include graphics) that we send directly or through third parties in order to determine, among many other items, which email messages were opened and to note whether a message was acted upon. In general, any electronic image viewed as part of a web page, including an ad banner, can act as a web beacon.



Occidental Systems, Inc.

ONLINE POLICIES

- Log information – When you access the Site via a browser, application or other client, our servers automatically record certain information. This may include information such as your web request, your interaction with a service, Internet Protocol (IP) address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser or your account.
- Please see our Cookie Policy for more detailed information regarding cookies and web beacons.

No sensitive personal information or personal information of minors

Occidental Systems does not need or want to collect any sensitive personal information (called special category data in the EU) through the Site. Similarly, minors under the age of 18 should not provide any personal information to Occidental Systems through the Site. The Site does not knowingly accept sensitive personal information or personal information of minors from users of the Site and/or any third party sites.

How we use this information

- We use information we collect to help us improve the Site and deliver content and functionality that is best suited for you and your device.
- To analyze your use of the Site for trend monitoring and promotional purposes
- The information we collect allows us to keep you posted on AudtPass' latest announcements, events, and services that we believe may be of interest to you if this is in accordance with your marketing preferences.
- We may use your information to send important notices or communications regarding services you have ordered from Occidental Systems, even if you have opted out from our marketing communications.
- To respond to inquiries and comments and provide you with support via your preferred communication channels
- To keep the Site safe and secure and comply with our legal requirements and obligations
- To set up and manage your user account
- For any other new purpose for which we notify you before collecting any personal data

How we share your information

You can choose which, if any, of our online resources you wish to participate in. Occidental Systems only shares personal information in the following limited circumstances:

- We provide such information to our subsidiaries and affiliated companies where it is necessary to meet the purpose for which you have submitted your personal data and in particular if necessary for the provision of services, account administration, sales, marketing and support. We take steps to ensure that Occidental Systems companies follow our data protection policy, this privacy notice and applicable local law when handling personal data. This includes having in place proper data transfer mechanisms such as EU standard contractual clauses.
- To third party contractors and providers that perform certain functions on behalf of Occidental Systems, such as sending email, removing repetitive information from customer lists, analyzing data and processing credit card payments, direct marketing services, and cloud hosting services. These parties only have access to such information as necessary to perform their functions and may not use it for any purpose other than to provide services to us.
- Occidental Systems, like all companies, is required to respond to lawful requests from law enforcement bodies to access Occidental Systems premises and systems for purposes relating to national security. This



Occidental Systems, Inc.

ONLINE POLICIES

will be strictly limited to the data relevant to the scope of a request and to data subjects covered by the legal jurisdiction of requests.

- We may also process personal data directly relevant to investigating and handling a criminal or civil lawsuit or to take action to prevent fraud, abuse or other violations of our Site Terms of Use.
- For other lawful purposes that may arise such as due to any merger, acquisition, financing, sale of company assets or interests in the company, or transition of service to another provider, or in the event of an insolvency, bankruptcy, or receivership.

Safeguarding your information

Occidental Systems uses commercially reasonable efforts to employ security measures designed to protect your personal information from loss, destruction, or access by unauthorized persons. These include, but are not limited to:

- Physical safeguards such as locked doors and file cabinets, controlled access to our facilities and secure destruction of media containing your personal information.
- Technology safeguards, like the use of anti-virus and endpoint protection software, and monitoring of our systems and data centers to ensure that they comply with our security policies.
- Organizational safeguards, like training and awareness programs on security and privacy, to make sure employees understand the importance and means by which they must protect your personal information.

Data Retention

We will retain your information for as long as is necessary for the purposes for which it was collected. The criteria used to determine our retention periods include:

- How long is the data needed to provide you with our products or services or to operate our business?
- Do you have an account with us? In this case, we will keep your data while your account is active or for as long as needed to provide the services to you.
- Are we subject to a legal, contractual, or similar obligation to retain your data? Examples can include mandatory data retention laws in the applicable jurisdiction, government orders to preserve data relevant to an investigation, or data that must be retained for the purposes of contract or litigation.

Accessing and controlling your information

You have the following rights in most circumstances:

- The right of access—The right to know whether data concerning you is being processed and if so, the right to gain access to it with a few exceptions.
- The right to rectification—The right to ensure data held about you is accurate, and if it is not, have it corrected.
- The right to erasure or right to be forgotten—Where Occidental Systems does not have an overriding legal basis to retain your personal information.
- The right to restrict processing—In some circumstances, you have the right to limit how Occidental Systems processes your personal information if Occidental Systems does not have an overriding legal basis to continue processing.



Occidental Systems, Inc.

ONLINE POLICIES

- The right to be informed—Occidental Systems has a responsibility to provide you with the information contained in this privacy notice and to answer questions if you ask for more detail about anything contained here.
- The right to data portability—The right to obtain a copy of the personal data you provided to Occidental Systems, in a format you can easily take away and load onto another device.
- The right to object—You have the right to withdraw consent or object to processing when processing is based upon consent or legitimate interest as the lawful basis, with some exceptions.

For many of our services, we provide mechanisms for you to electronically access and update your personal information by logging into your online accounts. You may opt-out of promotional email communications from us by clicking on a link provided in our promotional email messages or sending us an email at abuse@auditpass.com. After opting-out, you will no longer receive marketing or promotional communications but will continue to receive other messages, such as important notices or communications regarding services you have ordered from Occidental Systems. For cookies/trackers, you can click the 'More Information' link on any Occidental Systems cookie banner to check that preferences are correct. You can selectively provide consent and withdraw consent via that link. You may also send any requests to gdpr@auditpass.com.

California residents: Your California privacy rights

California law permits residents to receive: (1) a listing of categories of personal information Occidental Systems has collected about them, (2) the identity of any third parties to whom Occidental Systems has disclosed personal information for a business purpose or sold personal information within the previous calendar year and (3) the categories of personal information disclosed or sold to those third parties. California law requires us to request certain personal information to verify your identity prior to these disclosures and prohibits discrimination based on your exercise of these rights. You can submit a request for disclosure by contacting us at gdpr@auditpass.com, calling +1.800.902.4393. Please note that Occidental Systems does not sell personal information to third parties or disclose personal information to third parties for the third parties' direct marketing purposes.

Questions or concerns

If you would like more information about any of the above, have concerns, or need information about viewing this Privacy Notice in alternate formats, you can contact the Occidental Systems Data Privacy Director at gdpr@auditpass.com and, if you reside within the EU, and feel there are grounds to do so, you have the right to lodge a complaint with the Irish Data Protection Commissioner: <https://www.dataprotection.ie/docs/complaints/1592.htm>.



Terms of Use

Occidental Systems, Inc. ("Occidental Systems") and its subsidiaries and affiliated companies welcome you to the AuditPass.com and AuditPass.site Websites (the "Site"). The Site is owned and operated by Occidental Systems, Inc. from its offices in Northern California. Occidental Systems provides you with access to the Site, and the features and services from the Site such as embedded video, postings, etc., subject to the following Terms of Use ("Terms"). Please read these Terms carefully before using the Site.

1. Acceptance of terms

By accessing and using the Site, you accept and agree to be legally bound by the terms and conditions contained in these Terms. If you do not agree to these Terms, you should not access or use the Site.

a. Changes to terms

Occidental Systems reserves the right to modify, amend, update, or delete these Terms at any time and for any reason without notice to you. Any such modifications, amendments, updates or deletions will be effective immediately upon posting. Your continued use of the Site after such posting shall be deemed to constitute acceptance by you of the changes. Also, Occidental Systems may change or discontinue any aspect, service or feature of the Site (e.g., content, availability, etc.) at any time.

b. Language of the terms

Where Occidental Systems has provided you with a translation of English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your usage of the Site. If there is any contradiction between what the English language version of the Terms say and what a translation says, then the English language version shall take precedence.

2. Scope of use

The Site is provided for your personal information and non-commercial use. The commercial use, reproduction, transmission or distribution of any information, software or other material made available through the Site without the prior written consent of Occidental Systems is strictly prohibited. You agree to use the Site only for purposes that are lawful and permitted by the Terms. You specifically agree not to access (or attempt to access), or systematically retrieve data from, any part of the Site through any automated means (including use of scripts, bots or web crawlers). Gathering data from the Site through harvesting or automated means is strictly prohibited. You agree that you will not engage in any activity that interferes with or disrupts the Site or interferes with any other party's use and enjoyment of the Site.

a. User content

The Site may contain message boards and other areas where you may post or upload messages or other user-generated content such as video, photos, blogs, comments, or other materials (collectively, "User Content"). You are solely responsible for all User Content you upload or post to the Site. Occidental Systems does not control the User Content and, as such, does not guarantee the accuracy, integrity or quality of such User Content. In no event shall Occidental Systems assume or have any



Occidental Systems, Inc.

ONLINE POLICIES

responsibility or liability for any User Content or for any claims, damages or losses resulting from their use and/or appearance on this Site. You hereby represent and warrant that you have all necessary rights in and to all User Content you provide and all information it contains and that such User Content shall not infringe, violate or misappropriate any intellectual property or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information. You acknowledge that Occidental Systems may or may not pre-screen User Content, but that Occidental Systems and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available on the Site. Without limiting the foregoing, Occidental Systems and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable.

Occidental Systems does not claim ownership of any User Content you post, submit or upload to the Site. By submitting, posting or uploading User Content to the Site, you automatically and hereby grant to Occidental Systems, its affiliates and subsidiaries a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable right and license to use, publish, perform, display, exhibit, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or hereafter developed. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

If you post or upload any User Content to the Site, you further agree to the following rules of conduct:

- You agree not to post or upload any User Content that violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others;
- You agree that if necessary, you have the consent of each and every identifiable person in any User Content you upload or post to use such person's name or likeness in the manner contemplated by the Site;
- You agree not to post or upload any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- You agree not to post or upload any User Content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability;
- You agree not to post or upload any User Content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them;
- You agree not to post or upload User Content which contains advertising, marketing or any solicitation for products or services, or any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- You agree not to impersonate any person or entity, including, but not limited to, any Occidental Systems employee, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- You agree not to "stalk" or otherwise harass another;
- You agree not to collect or store personal data about other users or otherwise violate another user's privacy;
- You agree not to post or upload any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site; and
- You agree not to upload or post any User Content that violates, infringes or misappropriates any third party's copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary



Occidental Systems, Inc.

ONLINE POLICIES

right. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by Occidental Systems, in its sole discretion, to have violated the rights of others shall be barred from submitting or posting any further material on the Site.

b. Suggestions submitted to Occidental Systems through the Site

By submitting ideas, suggestions, documents, and/or proposals ("Suggestions") to Occidental Systems through its suggestion or feedback pages, you acknowledge and agree that: (a) your Suggestions do not contain confidential or proprietary information; (b) Occidental Systems is not under any obligation of confidentiality, express or implied, with respect to the Suggestions (c) Occidental Systems may use or disclose (or choose not to use or disclose) your Suggestions for any purpose, in any way, in any media worldwide; (d) Occidental Systems may have something similar to the Suggestions already under consideration or in development; (e) your Suggestions automatically become the property of Occidental Systems without any obligation of Occidental Systems to you and you hereby assign to Occidental Systems all right, title and interest (including all intellectual property rights) in such Suggestions; and (f) you are not entitled to any compensation or reimbursement of any kind from Occidental Systems under any circumstances.

3. Intellectual property

You acknowledge that the Site contains text, software, logos, slogans, photos, video, graphics, music and sound, and other content (collectively "Content") that is protected by copyright, trademark, trade dress, patent, trade secret and/or other intellectual or proprietary rights. The Content and all rights therein is the exclusive property of Occidental Systems or its licensors. Without limiting the generality of the foregoing, Occidental Systems owns copyright in the selection, coordination, arrangement and enhancement of such Content, as well as in some or all of the content original to it. You may not copy, modify, decompile, reverse engineer, publish, distribute, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content in whole or in part without the express permission of Occidental Systems and its licensors or as otherwise expressly permitted by applicable law. You acknowledge that you do not acquire any ownership rights in the Content by use of the Site.

You agree that all of Occidental Systems' and its subsidiaries' and affiliates' trademarks, certification marks, trade names, service marks and other Occidental Systems logos and brand features (collectively, "Occidental Systems Marks") are the exclusive property of Occidental Systems or its subsidiaries or affiliates. Without Occidental Systems' prior written permission, you agree not to display or use the Occidental Systems Marks in any manner. Without limiting the generality of the foregoing, nothing herein shall be construed as granting you any rights to use any Occidental Systems certification marks.

4. Advertisements and promotions

Occidental Systems may run advertisements and promotions from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Occidental Systems is not 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 third-party advertisers on the Site.

5. Copyright compliance



Occidental Systems, Inc.

ONLINE POLICIES

Occidental Systems respects the rights of all copyright holders and has adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who infringe the rights of copyright holders. If you believe that your work has been copied or used in a way that constitutes copyright infringement, please provide Occidental Systems the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact Occidental Systems at: legal@auditpass.com

6. Links

For your convenience, the Site may include, or third parties may provide, links to other websites or resources. You acknowledge and agree that Occidental Systems is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Occidental Systems shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Please read the terms of use policies of any other company or website you may link to from our website. If you decide to access any of the third party sites linked to the Site, you do so at your own risk. Furthermore, links do not imply that Occidental Systems is affiliated or associated with the linked site, or that any linked site is authorized to use any of the Occidental Systems Marks.

In order to establish a hyperlink to the Site, you must contact Occidental Systems to obtain Occidental Systems' approval of the link. You may only use the text and images provided or approved by Occidental Systems, in the manner and location specified by Occidental Systems, and you must abide by the terms and conditions provided by Occidental Systems at that time.

7. Disclaimer of warranty; limitation of liability

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS



Occidental Systems, Inc.

ONLINE POLICIES

AVAILABLE" BASIS. OCCIDENTAL SYSTEMS, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, CONTENT PROVIDERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; (ii) NON-INFRINGEMENT; (iii) THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (iv) WITH RESPECT TO THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOUTHROUGH THE SITE.

NEITHER OCCIDENTAL SYSTEMS, ITS SUBSIDIARIES AND AFFILIATES, EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, CONTENT PROVIDERS OR LICENSORS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OF THE SITE OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT OCCIDENTAL SYSTEMS, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, CONTENT PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF OCCIDENTAL SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF MAY NOT APPLY TO YOU.

8. Indemnification

You agree to indemnify and hold Occidental Systems, its subsidiaries and affiliates, and each of their respective trustees, officers, employees, agents, contractors, partners, content providers and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (A) Content you submit, post, transmit, modify or otherwise make available through the Site; (B) your use of the Site; (C) your violation of these Terms; or (D) your violation of any rights of another.

9. Termination

Occidental Systems may terminate, limit or suspend your access to the Site at any time without notice to you. Grounds for such termination, limitation of access or suspension include without limitation: (A)



Occidental Systems, Inc.

ONLINE POLICIES

breaches or violations of these Terms (including any Additional Terms); (B) requests by law enforcement or other government agencies; (C) discontinuance or material modification to the Site (or any part thereof); (D) unexpected technical or security issues or problems; and/or (E) engagement by you in fraudulent or illegal activities. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Occidental Systems' sole discretion and that Occidental Systems shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Site.

10. Arbitration

By using this Site, you agree that: (1) any claim, dispute, or controversy You may have against Occidental Systems arising out of, relating to, or connected in any way with these Terms or the Site, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by you and Occidental Systems; (3) the arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (4) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or Occidental Systems' individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (5) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Occidental Systems will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (6) with the exception of subpart (4) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (4) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Occidental Systems shall be entitled to arbitrate their dispute. For more information on AAA and its Rules and Procedures, you may visit the AAA website at <http://www.adr.org>.

11. Privacy and personal information

For information about how Occidental Systems collects and uses personal information, please refer to the Privacy Policy. You agree to the use of your data in accordance with Occidental Systems' Privacy Policy.

12. International users

The Site is administered by Occidental Systems from its offices in California, United States. Any materials published on the Site may refer to products, programs, or services that are not available in your country. Consult your local Occidental Systems business contact in this regard.

Furthermore, Occidental Systems makes no representation that the Site is appropriate or available for use at other locations outside of the United States. Access to the Site from territories where the Site's content is illegal is prohibited.



Occidental Systems, Inc.

ONLINE POLICIES

You may not use the Site or export information and materials in violation of the export laws of the United States or any other country. If you access the Site from a location outside of the United States, you are responsible for compliance with all applicable laws.

13. Miscellaneous

a. Governing law and jurisdiction

You and Occidental Systems each agree that these Terms and the relationship between the parties shall be governed by the laws of the state of California, USA without regard to any conflict of law provisions or rules and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and Occidental Systems, shall be brought exclusively in the courts located in Sonoma County or the U.S. District Court for the Northern District of California. You and Occidental Systems each agree to submit to the exclusive personal jurisdiction of the courts located within Sonoma County or the Northern District of California, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

b. Entire agreement

These Terms constitute the entire agreement between you and Occidental Systems and governs your use of the Site, superseding any prior version of these Terms between you and Occidental Systems with respect to the Site. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect.

c. Separate agreements

You may have other agreements with Occidental Systems or its affiliates or subsidiaries. Those agreements are separate and in addition to these Terms. These Terms do not modify, revise or amend the terms of any other agreements you may have with Occidental Systems.

d. No professional advice

The information available on the Site is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. Use of the information on this Site is at your own risk.

e. Statute of limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.



Occidental Systems, Inc.

ONLINE POLICIES

f. Waiver and severability of terms

The failure of Occidental Systems to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.