#### **Terms and Conditions**

References to "this website" are to the specific DiscoverTheWorks website from which the user is linking to these Terms and Conditions.

Please read this document carefully. By accessing or using any part of this website, you are agreeing to be bound by all of these Terms and Conditions. If you have any questions, e-mail <a href="mailto:demo@lucidityworks.com">demo@lucidityworks.com</a> These Terms and Conditions were last updated on November 27, 2009.

# Using this website

This website is maintained by LucidityWorks LLC for personal viewing and use. For the purposes of these Terms and Conditions, all references to the "user" are to any person who accesses or uses this website or any of the services provided by it, whether on their own behalf or on behalf of an organization or institution that they represent.

## User responsibilities

User names and passwords are not transferable and the user must keep them strictly confidential and secure.

The user will use this website only in accordance with these Terms and Conditions and only for lawful purposes and in a lawful manner.

The user will make no attempt to undermine the integrity of this website or any of its content, and will not adapt or circumvent the systems in place in connection with this website nor access it other than through normal operations.

# **Privacy policy**

LucidityWorks takes the privacy of its users very seriously and is committed to safeguarding that privacy. Refer to LucidityWorks' Privacy Policy for more details.

### **Disclaimer**

The terms of LucidityWorks' Disclaimer are incorporated within these Terms and Conditions.

## **Miscellaneous**

Without limiting its rights to seek other remedies, LUCIDITYWORKS reserves the right to change, alter or remove all or part of this website, temporarily or permanently, and without notice and without liability.

These Terms and Conditions are in addition to, and supplement, any other Terms and Conditions that the user is required to accept in order to access any of LUCIDITYWORKS' specific goods or services on this website.

LUCIDITYWORKS will use its reasonable endeavors to allow uninterrupted access to this website but access may be suspended, restricted or terminated at any time.

LUCIDITYWORKS has the right to amend these Terms and Conditions at any time and continued use of this website after the change will be deemed as acceptance of the changed Terms and Conditions. It is the responsibility of the user to check the Terms and Conditions frequently for changes and to discontinue use if the user is unhappy with the changes.

LUCIDITYWORKS reserves the right to prohibit access by persons to all or part of this website or the services provided on it at its sole discretion.

Each provision of these Terms and Conditions shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.

United States' law governs these Terms and Conditions and the United States' courts have exclusive jurisdiction to determine any disputes.

## **Disclaimer**

References to "this website" are to the specific DiscoverTheWorks' website from which the user is linking to this Disclaimer.

This Disclaimer contains important information specifically about your use of this website. Please read it carefully. While LUCIDITYWORKS takes reasonable steps to ensure that the information contained on this website is accurate, the contents are provided "as is" and only for general information purposes. This Disclaimer was last updated on November 27, 2009.

LUCIDITYWORKS does not monitor, verify or endorse information on this website and does not guarantee the accuracy, reliability, completeness or usefulness of, or otherwise adopt or endorse, any information or services provided. No responsibility is accepted by or on behalf of LUCIDITYWORKS for any error, omission or misleading statement on this website or any website to which its pages connect or for any injury, loss or damage that occurs as a result of an opinion expressed or information provided. Neither can LUCIDITYWORKS guarantee that any information or services are still current and/or applicable and it is the sole responsibility of the user to ensure that any information that they access from this website is accurate, complete and useful.

Any information on this website expresses the views of its author and shall not be deemed to express the views of LUCIDITYWORKS. LUCIDITYWORKS can remove objectionable content and will make every effort to do so, within a reasonable timeframe, if it determines that removal is necessary. As this is a manual process, however, it may not be possible to remove or edit particular content immediately. Considering the real-time nature of this website, it is impossible for LUCIDITYWORKS to review content instantly or to confirm the validity of posted information. LUCIDITYWORKS is a distributor only (and not a publisher) of any third party content on this website.

To the extent permitted by applicable law, LUCIDITYWORKS disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on this website and does not guarantee that this website will be fault free.

Due to the nature of electronic transmission of data over the Internet, and the number of users by whom data is accessible from this website, any liability that LUCIDITYWORKS may have for any losses or claims arising from an inability to access this website, or from any use of this website or reliance on data transmitted using it, is excluded to the fullest extent permissible by law. In no event shall LUCIDITYWORKS be liable for any loss of profit, data, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise

arising out of use of this website, save where such liability cannot be excluded by law.

While LUCIDITYWORKS makes every reasonable effort to check and test material at all stages of production, it recommends that users run an anti-virus program on all material downloaded from this website. LUCIDITYWORKS makes no warranty that the contents of this website are free from infection by viruses or anything else that has contaminating or destructive properties, and it cannot accept responsibility for any loss, disruption or damage to a user's data or computer system that may occur while using material derived from this website.

Certain links on this website lead to resources located on servers maintained by third parties over which LUCIDITYWORKS has no control. LUCIDITYWORKS accepts no responsibility or liability for any such resources. The intellectual property rights in such material are owned by third parties and may be subject to other terms of use and/or privacy policies.

The information provided by LUCIDITYWORKS on this website is not in any way an invitation or recommendation to buy any products or services featured and users should seek appropriate independent advice.

No mention of any organization, company or individual, whether on this website or on other websites to which its pages are linked, implies any approval or warranty as to their standing or capability on the part of LUCIDITYWORKS. In addition, LUCIDITYWORKS accepts no liability for any goods or services provided by third-party suppliers.

## **Contact information**

If the user has any questions or comments about these Terms and Conditions, they should contact: <a href="mailto:demo@lucidityworks.com">demo@lucidityworks.com</a>
LucidityWorks LLC
125 Tech Park Drive
Suite 2102
Rochester, NY 14623 USA