

Access Agreement

In consideration of your use of this Risk Report website ("Site") provided by Atten Babler Risk Management, LLC ("Licensor") you ("User") agree to the following terms and conditions. If you do not agree to these terms, you may not access the Site.

1. LICENCE

Licensor hereby grants the User a non-exclusive, non-transferable license to use the Site for the purpose for which it was intended.

2. LICENSE RESTRICTIONS

a. User acknowledges that the Site and its structure, organization, and source code constitute valuable trade secrets of Licensor. Accordingly, User agrees not to:

- i copy, perform, distribute, modify, adapt, alter, translate, or create derivative works from the Site;
- ii merge the Site with other sites or software;
- iii sub-licence, lease, rent, or loan the Site to any third party;
- iv reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Site; or
- v otherwise use the Site except as expressly allowed in this Agreement.

b. Licensor retains exclusive ownership of all worldwide copyrights, trade marks, service marks, trade secrets, patent rights, moral rights, property rights and all other industrial rights in the Site and documentation, including any derivative works, modification, updates, or enhancements. All rights in and to the Site not expressly granted to User in this Agreement are reserved by Licensor. Nothing in this Agreement shall be deemed to grant, by implication or otherwise, a license under any of Licensor's existing or future patents.

3. WARRANTY DISCLAIMER

THE SITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FUNCTIONALITY OR ITS BEING VIRUS FREE. USER RECOGNIZES THAT THE AS IS CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH LICENSOR WOULD NOT HAVE AGREED TO ENTER THIS AGREEMENT. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SITE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SITE SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF LICENSOR WHATSOEVER. USER ACKNOWLEDGES THAT HE OR SHE HAS RELIED ON NO WARRANTIES OR STATEMENTS OTHER THAN AS MAY BE SET FORTH HEREIN.

4. LIMITATION OF LIABILITY

LICENSOR SHALL NOT BE LIABLE TO USER FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, LOSS OF GOODWILL, OR THE LOSS OF USE OF ANY DATA, EVEN IF LICENSOR HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

5. TERMINATION

This Agreement is effective unless terminated by Licensor at any time for any breach of this Agreement. User may terminate this Agreement at any time by Users's access to the site. This Agreement and User's right to use this Site automatically terminate if User breaches this Agreement.