

TERMS OF SERVICE

This Terms of Service Agreement (“Agreement”) is made by and between Bode Cellmark Forensics, Inc. (“Bode”) and the user (“Client”). Bode and Client may be alternately referred to herein as “party,” individually, and “parties,” collectively.

By requiring Products or Services (“Services”) from Bode, Client agrees to be bound by the following Agreement unless otherwise specified in a separate Contract or Agreement with the Client. In the event there is a preceding Contract or Agreement, that must be noted in any request for Service. These Terms of Service apply to all users of the Services.

Please read these Terms of Service carefully before requesting Services. By requesting Services, Client agrees to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access to Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Bode offers this website, including all information, tools and services to Client conditioned upon acceptance of all terms, conditions, policies and notices stated herein. By visiting Bode’s site, Client shall engage Bode’s Services and agrees to be bound by the following Agreement, including those additional terms and conditions and policies referenced herein. By accessing or using any part of the site, Client agrees to be bound by this Agreement. Bode reserves the right to update this Agreement at any time and it is Client’s responsibility to check this page for changes prior to requesting Services.

ARTICLE I - PURPOSE:

Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement. The term “Services” means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time. The term “Deliverables” means any Case Report, Product or other material that Client may request and Bode may agree to provide from time to time. The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client’s request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed “Quote” that will identify in detail each expected service request and the associated requirements. Bode reserves the right to refuse Service to anyone for any reason at any time. Client agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission from Bode.

ARTICLE II - PAYMENT AND OTHER EXPENSES:

2.1 Prices are defined in a Quote or pre-existing Contract and are valid for the term as specified. If client is submitting a case requiring a Case Submission Form, it must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Case Submission Form. Unless otherwise indicated, prices do not include travel nor shipping.

2.2 Unless otherwise specified, Client will pay Bode within thirty (30) days of the date of Bode’s invoice..

2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

2.4 If Client desires to change or modify the Services, Client will so advise Bode, in writing. If such a change or modification appears to substantially change the Services as recited in a Case Submission Form, Bode and Client will negotiate in good faith an addendum; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.

2.5 Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.

2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services other than those specifically identified therein.

ARTICLE III - TERM:

3.1 These Terms of Service are effective unless and until terminated by Bode or Client. Client may terminate these Terms of Service at any time by notifying Bode that Client no longer desires its Service,. This Agreement may be terminated if in Bode's sole judgement suspects that Client has failed to comply with any term or provision of these Terms of Service and Client shall remain liable for all amounts due up to and including the date of termination.

3.2 It is understood by the parties that a Quote may be terminated independently of this Agreement, and that a termination of one or more Quotes does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

ARTICLE IV - SHIPMENT AND DELIVERY:

4.1 Except as otherwise specified, Client will bear all shipping and transport expenses.

4.2 Deliverable dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Deliverables are sent to the contact listed on the Case Submission Form or Purchase Order.

ARTICLE V - BODE'S REPORTING, DELIVERABLES, AND ENGAGEMENT OF SUBCONTRACTORS:

5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Case Submission Form. If Products are ordered, Bode will deliver to the Point of Contact listed on a Purchase Order supplied by the Client

5.2 Bode will provide to Client the Deliverables based on a schedule as specified in each Case Submission Form or Purchase Order. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a subsequent order.

5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Case Submission Form, which subcontractor will be under terms and conditions commensurate with this Agreement.

ARTICLE VI - CONFIDENTIAL AND/OR PROPRIETARY INFORMATION:

6.1 All non-public, confidential, or proprietary information of the parties (“Confidential Information”), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as “confidential,” in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party’s request, the receiving party will promptly return all documents and other materials received from the disclosing party. The disclosing party will be entitled to injunctive relief for any violation of this Article VI, without having to post bond or establish the insufficiency of a remedy at law.

ARTICLE VII - IN THE EVENT THE RECEIVING PARTY OR ANYONE TO WHOM THE RECEIVING PARTY SUPPLIES THE CONFIDENTIAL INFORMATION RECEIVES A REQUEST UNDER THE TERMS OF A SUBPOENA OR ORDER ISSUED BY, OR IN CONJUNCTION WITH LITIGATION PENDING IN, A COURT OF COMPETENT JURISDICTION OR A GOVERNMENTAL BODY, TO DISCLOSE ALL OR ANY PART OF THE CONFIDENTIAL INFORMATION, THE RECEIVING PARTY AGREES, TO THE EXTENT LAWFUL, TO (I) PROMPTLY NOTIFY THE DISCLOSING PARTY OF THE EXISTENCE, TERMS, AND CIRCUMSTANCES SURROUNDING THE REQUEST; (II) COOPERATE AND CONSULT WITH THE DISCLOSING PARTY ON THE ADVISABILITY OF TAKING LEGAL STEPS TO RESIST, NARROW THE SCOPE OF, OR LIMIT THE DISCLOSURE OF SUCH CONFIDENTIAL INFORMATION; (III) IF DISCLOSURE OF SUCH CONFIDENTIAL INFORMATION IS REQUIRED, FURNISH ONLY THAT PORTION OF THE CONFIDENTIAL INFORMATION THAT, IN THE OPINION OF ITS COUNSEL, THE RECEIVING PARTY IS REQUIRED TO DISCLOSE; AND (IV) USE ITS BEST EFFORTS TO ENABLE THE DISCLOSING PARTY, AT ITS OWN EXPENSE, TO OBTAIN A PROTECTIVE ORDER OR OTHER RELIABLE ASSURANCE THAT CONFIDENTIAL TREATMENT WILL BE ACCORDED TO THE DISCLOSED CONFIDENTIAL INFORMATION THAT THE DISCLOSING PARTY SO IDENTIFIES.

ARTICLE VIII - THIS ARTICLE VI DOES NOT APPLY TO INFORMATION THAT IS: (I) IN THE PUBLIC DOMAIN; (II) KNOWN TO THE RECEIVING PARTY AT THE TIME OF DISCLOSURE; OR (III) RIGHTFULLY OBTAINED BY THE RECEIVING PARTY ON A NON-CONFIDENTIAL BASIS FROM A THIRD PARTY.

ARTICLE IX - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

9.1 Intellectual Property is defined as any of Bode’s Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Quote, and/or which arise under or relate to Bode’s Confidential Information.

9.2 In the event that Intellectual Property is created, is generated, arose under, is related to or resulted from, as described above in Paragraph 6.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode’s ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Quote will not be construed as a “work for hire” or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client’s signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.

9.3 The Deliverables as described in the Quote will be delivered to Client subject to Article XV, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.

9.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Quote. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 9.4 will survive termination of this Agreement.

9.5 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a contract.

ARTICLE X - USE OF NAMES/NON-SOLICITATION:

10.1 During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that Bode may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 10.1 will survive termination of this Agreement.

10.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Quotes, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

ARTICLE XI - WARRANTIES/ACCEPTANCE:

11.1 Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.

11.2 Bode represents and warrants that the Services performed in connection with each Quote issued hereunder will be of a professional quality.

11.3 Bode represents and warrants that the Deliverables developed, created and provided under a Quote will be original works, and that any third party material that is included in any such Deliverables will be provided to Client with the same rights as provided under such third party obligations, and Bode will not grant any greater rights than provided by such third party.

11.4 EXCEPT WHERE OTHERWISE STATED, THE DELIVERABLES ARE PROVIDED "AS IS." BODE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY THAT ANY USE OF THE PRODUCTS OR SERVICES WILL NOT VIOLATE OR INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES WITH RESPECT TO THE DELIVERABLES OR SERVICES. BODE MAKES NO WARRANTY THAT THE DELIVERABLES WILL MEET CLIENT'S REQUIREMENTS, RESULT IN ANY CONTEMPLATED BUSINESS OR FINANCIAL RESULT, BE SECURE FROM ANY DATA BREACHES OR OPERATE UNDER CLIENT'S SPECIFIC CONDITIONS OF USE. BODE MAKES NO WARRANTY THAT OPERATION

OF THE DELIVERABLE WILL BE SECURE, FREE OF MALICIOUS CODE, VIRUSES, ERROR FREE, BUG FREE OR FREE FROM INTERRUPTION. CLIENT MUST DETERMINE WHETHER THE DELIVERABLE SUFFICIENTLY MEETS CLIENT'S REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. CLIENT WILL BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE DELIVERABLE TO MEET CLIENT'S REQUIREMENTS. BODE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE THAT UTILIZES OR ACCESSES THE DELIVERABLES.

11.5 If applicable, and as more particularly recited in or as addressed under a Quote, Bode will provide the Deliverables, identified under each Quote, for acceptance by Client. Except where otherwise recited in a Quote, such acceptance must occur within ten (10) days following the date of delivery of the Deliverables under the relevant Quote. During such ten (10) days, if Client identifies any problems or non-conformance, Client will notify, in writing, Bode of such problem or non-conformance, and Bode will be permitted thirty (30) days to correct and remedy the problem or non-conformance. Thereafter, Bode will provide a new or corrected Deliverable and the acceptance procedure will start again as provided herein. If Client fails to provide acceptance within such ten (10) days, the Deliverable will be deemed accepted under the acceptance criteria provided herein. If Client substantially modifies, without Bode's authorization, the Deliverable prior to acceptance, then acceptance will likewise be deemed to have occurred.

11.6 Client agrees that Bode's sole liability, and Client's sole and exclusive remedy for breach of the limited warranty contained in this Article XI, pursuant to any claim of any kind against Bode will be, at Bode's option, (a) reperformance of any non-conforming Services or (b) a refund of the price allocable to the non-conforming Deliverables or Services.

ARTICLE XII - LIMITATION OF LIABILITY AND REMEDY:

12.1 Bode represents and warrants that the Services performed in connection with each Quote issued hereunder will be of a professional quality.

12.2 IN NO EVENT WILL BODE'S AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT AND/OR CLIENT'S USE OR INABILITY TO USE THE DELIVERABLES OR SERVICES, WHETHER UNDER CONTRACT, NEGLIGENCE, TORT, INDEMNITY, WARRANTY, STRICT LIABILITY OR ANY OTHER BASIS EXCEED THE LESSER OF (I) THE COST OF CORRECTING ANY NON-CONFORMITIES IN THE DELIVERABLES OR SERVICES OR (II) THE COST OF REPLACING THE DELIVERABLES OR REPERFORMING THE SERVICES. IN NO EVENT (INCLUDING UNENFORCEABILITY OF THE ABOVE LIMITATIONS AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER) WILL BODE'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PREVIOUSLY PAID BY CLIENT FOR THE NON-CONFORMING DELIVERABLES OR SERVICES.

12.3 With regard to proprietary and/or Confidential Information and rights and interests, Bode will be entitled to pursue any legal and/or equitable action, including injunctive relief and damages, against Client with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to Bode's confidential and/or proprietary claims, including Confidential Information and Intellectual Property or third party proprietary interests. IN NO EVENT, HOWEVER, WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM THE PERFORMANCE OF THE SERVICES UNDER ANY QUOTE, OR THE OBLIGATIONS RECITED IN THIS AGREEMENT OR ANY QUOTE, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF MISUSE OR MISAPPROPRIATION OF BODE'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION, INCLUDING CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OR THIRD PARTY PROPRIETARY INTERESTS.

12.4 The parties acknowledge that the limitations set forth in this Article IX are integral to the prices charged under this Agreement and that, were Bode to assume any further liability other than as set forth herein, such prices would of necessity be set substantially higher. Bode's entire liability hereunder for the breach of this Agreement or any individual Quote will be limited only to actual and provable damages up to the amounts of monies payable hereunder or thereunder to Bode. Client expressly agrees that this limitation of damages and remedies will constitute the exclusive remedies and measure of damages available to Client and all other remedies and measures of damages which might otherwise be available under the law of any jurisdiction are hereby waived by Client.

12.5 Without limitation to the generality of the foregoing, Bode will not be liable for any damage or loss caused by the improper or unapproved use of the Deliverables provided hereunder.

ARTICLE XIII - INDEMNIFICATION:

13.1 Client will defend, indemnify, and hold harmless Bode and its respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) (“Claims”) arising out of or occurring in connection with the negligence or willful misconduct of Client or its employees or agents, including but not limited to: (i) any misuse or modification of the Deliverables or Services by Client or its employees or agents, (ii) any act (or failure to act) by Client or its employees or agents in contravention of any safety procedures or instructions that Bode provides to Client or its employees or agents or (iii) the failure to store, install, operate, or maintain the products in accordance with the instructions of Bode.

13.2 Client will defend, indemnify and hold Bode harmless from any Claims by a third party of liability, loss or damage resulting from claims of tort, contract, negligence or any other cause of action from a third party as a result of Bode’s activities with respect to the provision of Services hereunder or the breach of any representations, warranties, covenants, agreements or other obligations hereunder, or the use of third party products or Services as provided by Client, or Services or violation of local laws and regulations in connection with its business operations or any with applicable local laws and regulations in connection with its business operations or any non-compliance with local, federal or international laws.

ARTICLE XIV - NO LICENSE:

14.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

ARTICLE XV - OTHER:

15.1 The parties will comply with all applicable laws, rules, and regulations.

15.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.

15.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

15.4 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.

15.5 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party’s executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.

15.6 Client warrants that all access to and users of the Deliverables are authorized users of Client.

15.7 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

15.8 In connection with a U.S. Government Licensee, the Deliverable and any associated documentation qualify as “commercial items” as that term is defined at Federal Acquisition Regulation (“FAR”) 48 CFR 2.101, consisting of “commercial computer software” “and “commercial computer documentation” as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated. U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation constitutes the U. S. Government’s acknowledgement that the Deliverables and associated documentation are “commercial computer software” and “commercial computer software documentation.” As applicable and so marked with respect to the Deliverables and associated documentation, the U.S. Government will acquire the Deliverables and related documentation with at least applicable Limited Rights and Restricted Rights as defined under the relevant and applicable FARs and DFARs.

15.9 This Agreement is governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to choice of law rules. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a state court located in Fairfax County, Virginia, or by the United States District Court for the Eastern District of Virginia – Alexandria Division where federal jurisdiction exists. The parties agree to submit to the personal jurisdiction of the aforementioned courts for the purpose of litigating all such disputes. The parties waive any objection to the laying of venue for any suit, action, or proceeding in such courts. The substantially prevailing party in any action will be entitled to recover its costs and attorneys’ fees.

15.10 In addition to other prohibitions as set forth in this Terms of Service, Client is prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. Bode reserves the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

15.11 Questions about the Terms of Service should be directed to: