HORIZON® Terms of Service
Effective February 15, 2017

Welcome to the HORIZON®, a world-class data management application. This site is a convenient portal for you to access and manage your maintenance and fluid analysis results. You are now in control to delivering test results and maintenance recommendations to the right person at the right time. You can prioritize maintenance issues, identify common trends, and make fluid analysis easier for your team. Use of this management tool is subject to your compliance with the terms of service provide below. By using our service, you are agreeing to our terms. Please read the agreement carefully before accessing this site. If you do not wish to follow these terms of use, you may not access these services.

This portal is constantly evolving to improve the user experience. For this reason, the following agreement may be modified at any time. An updated user agreement will be posted should changes be made. Please review this agreement periodically to remain aware of any modifications. Read these terms of service carefully as they contain important information regarding your legal rights, obligations, and available remedies resulting from your use of the HORIZON® services. These include various limitations and exclusions as described below.

HORIZON®, is developed, owned and maintained by POLARIS, Laboratories, LLC, ("Service Provider") which provides lubricant, coolant and diesel fuel testing and analysis services, both under our brand name and under a “private label” service for third party customers, which include lubricant manufacturers, transportation, industrial, power generation and mining companies. Private label implementations of the HORIZON® Services utilize our technology and testing services, but labeled under a third party’s brand. For the purposes of this agreement, such third parties shall be included within the definition of “Service Provider.” Whether you are a customer of the Service Provider or are using the HORIZON® Services through one of our private label partners, these HORIZON® Terms of Service (“Terms”) govern your access to and use of www.eoilreports.com, the HORIZON® fluid sample analysis software, and HORIZON® mobile software application (collectively, the “HORIZON® Services”). You may use the HORIZON® Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

Your Acceptance Of The Terms
Please be aware that these Terms constitute a binding legal agreement between you and the Service Provider outlining your legal rights, obligations, and remedies arising from your use of the HORIZON® Services. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority and are able to form this contract binding your employer, or the applicable entity, to these terms conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. By accessing or using the HORIZON® Services, you (the “User”) signify that you have read, understand, and agree to be bound by these Terms, and by the terms of the HORIZON® Privacy Notice, which provides information concerning our collection and use of your personal information. These Terms apply to anyone who accesses or uses the Service, whether or not you have registered for an account with the Service Provider. By using the HORIZON® Services, you are indicating your acceptance of the terms and conditions of the HORIZON® Terms and HORIZON® Privacy Notice, including any dispute resolution, arbitration, limitation of damages, and choice of law provisions.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE HORIZON® SERVICES. BY ACCESSING OR USING THE HORIZON® SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED WITHIN THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE HORIZON® SERVICES.

Privacy
Service Provider knows you care about your privacy. To learn more about how we collect, use, share, and secure your information, please review the HORIZON® Privacy Notice which is incorporated into your agreement by this reference.

Your Representations & Warranties
By using the HORIZON® Services, you expressly represent and warrant that you are legally entitled to enter into this Agreement. If you reside in a jurisdiction that restricts the use of the HORIZON® Services because of age, or restricts the
ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the HORIZON® Services. By using the HORIZON® Services, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. If you are using the HORIZON® Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such entity, organization, or company. When using the HORIZON® Services, you agree to comply with all applicable laws from your home nation and the country, state and city in which you are present while using the HORIZON® Services.

By using the HORIZON® Services, you represent, warrant, and agree that:

1. You will only use the HORIZON® Services for lawful purposes, and you will not use the HORIZON® Services for sending, storing, or distributing any unlawful material or for fraudulent purposes;
2. You will not use the HORIZON® Services to cause nuisance, annoyance or inconvenience;
3. You will not impair the proper operation of the HORIZON® Services or any network which is used to support or access the HORIZON® Services;
4. You will not try to harm the HORIZON® Services in any way whatsoever;
5. You will not copy, or distribute the HORIZON® Services or other content without written permission from the Service Provider;
6. You will only use the HORIZON® Services for your own use and will not resell any aspect of the HORIZON® Services to a third party;
7. You will keep secure and confidential your account password or any identification we may provide you which allows access to the HORIZON® Services; and
8. You will provide us with whatever proof of identity we may reasonably request.

Accounts & Registration

Registering for a HORIZON® Account: In order to use or access certain HORIZON® Services or features of the HORIZON® Services, we require you to register for a user account (a “HORIZON® Account”) and become a registered user of the HORIZON® Services (a “Registered User”). As part of the registration process, we will send you an email requesting you to confirm your registration for a HORIZON® Account. As part of the conditions of using the HORIZON® Services, all Users should fully complete registration for their HORIZON® Account by clicking the link in the provided email.

If you obtain a HORIZON® Account and become a Registered User, you agree to: (1) provide accurate, current, and complete information about yourself and/or the Registered User during the registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use any HORIZON® Account you register, and for any actions that arise from your HORIZON® Account or take place using your HORIZON® Account, whether or not you have authorized such activities or actions; and (5) immediately notify the Service Provider of any unauthorized use of your HORIZON® Account. Failure to abide by this Agreement shall constitute a breach of the HORIZON® Terms, which may result in immediate termination of your HORIZON® Account.

Your HORIZON® Account Information: All HORIZON® Accounts must be associated with a company and email domain name affiliated with a HORIZON® customer. You may not select or use a HORIZON® Account name, handle, or login that: (1) is comprised of or includes the name of another person with the intent to impersonate that person; (2) is subject to any rights of a person other than you without appropriate authorization; (3) suggests a false association between you and the Service Provider; or (4) that, in the Service Provider’s sole discretion, is offensive, vulgar, or obscene. Certain HORIZON® Accounts require manual approval by the Service Provider before they may become active. The Service Provider reserves the right to refuse registration of a HORIZON® Account, or cancel any account name, in its sole discretion.

The Service Provider’s Termination of Access to the HORIZON® Services: The Service Provider maintains the right to suspend or disable your access to the HORIZON® Services and any HORIZON® Account you may have created, or terminate these Terms, at its sole discretion and without prior notice to you if you breach the Terms, or if THE SERVICE PROVIDER otherwise determines such action is warranted. THE SERVICE PROVIDER reserves the right to revoke your access to and use of the HORIZON® Services at any time, with or without cause.

Your Cancellation of Your HORIZON® Account or Use of the HORIZON® Services: You may cancel your HORIZON® Account or your access to the HORIZON® Services at any time by contacting the Service Provider using the information below. Upon cancellation of your HORIZON® Account, the Service Provider may: (1) retain your information and content indefinitely; (2) continue to use your information for research purposes indefinitely; and (3) retain, use, and continue to show information about your use of the HORIZON® Services.

User Conduct

As a condition of your use of the HORIZON® Services, you agree not to use the HORIZON® Services: (1) for any illegal purpose; (2) for any purpose that is prohibited by these Terms; or (3) for any other purpose not reasonably intended by the
You specifically agree you will not do any of the following:

1. Use the HORIZON® Services for or in connection with any illegal purpose, or in violation of any applicable local, state, national, or international law or rule or regulation having the force of law;
2. Abuse, harass, threaten, impersonate, or intimidate others;
3. Post, upload, or otherwise distribute or post links to any content that is unlawful, defamatory, libelous, inaccurate, or that you do not have all necessary rights to transmit, or that the Service Provider or a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate as determined by the Service Provider in its sole discretion;
4. Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any HORIZON® Services User;
5. Create or submit unwanted email (“Spam”) to any other person or any URL;
6. Submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content;
7. With the exception of accessing RSS feeds, to use any robot, spider, scraper or other automated means to access the HORIZON® Services for any purpose without our express written permission;
8. Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
9. Interfere or attempt to interfere with the proper working of the HORIZON® Services or any activities conducted on or through the HORIZON® Services;
10. Take any action designed to interfere with the proper working of any the Service Provider database or deletes or disrupts data stored within a HORIZON® database.
11. Bypass any measures we may use to prevent or restrict access to the HORIZON® Services or any part of the HORIZON® Services including creating multiple HORIZON® Accounts or screen names for an individual HORIZON® Services User;
12. Interfere with the operation of the HORIZON® Services or any User’s enjoyment of the HORIZON® Services, including without limitation, by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code; (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other Users, or conducting your own contests or promotions using the HORIZON® Services; (iii) attempting to collect personal information about Users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the HORIZON® Services, or violating the regulations, policies, or procedures of such networks, equipment, or servers;
13. Share, sell, or otherwise transfer the access granted to you to the HORIZON® Services, including information regarding your HORIZON® Account, login information, or password, or otherwise permit any other person to access the HORIZON® Services using your HORIZON® Account, login information, or password.
14. Use the HORIZON® Services, related content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the HORIZON® Services;
15. Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party Intellectual Property or other legal rights;
16. Reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the HORIZON® Services, Content, code or program, available to others, in whole or part;
17. Interfere with security features of the HORIZON® Services, including without limitation, by: (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or (ii) reverse engineering or otherwise attempting to extract the source code of the HORIZON® Services or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
18. Perform any fraudulent activity using or in connection with the HORIZON® Services, including impersonating any person or entity, claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information; or
19. Attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

Content & Licenses

Content Definitions
There are various types of content involved in providing and operating the HORIZON® Services. Throughout the remainder of these Terms, we will use the term “Content” to mean all text, links, graphics, images, photos, music, software, audio, video, information, software, copyrights, trademarks, trade dress, and other materials and intellectual properties comprising or included within the HORIZON® Services. “The Service Provider Content” means Content that the Service Provider makes available to you through the HORIZON® Services, including any Content licensed to the Service Provider from a third party (excluding User Content). “User Content” means Content posted, uploaded, published, submitted, transmitted,
or otherwise made available through the HORIZON® Services by you, the User, whether or not you are a Registered User, or whether or not a User owns or created the Content, including all copyrights, inventions, and other Intellectual Property rights. “Collective Content” collectively refers to all of the Content available through the HORIZON® Services, including the Service Provider Content and User Content.

Content Ownership
All the Service Provider Content is owned by the Service Provider or its third party licensor partners. Your use of the HORIZON® Services does not grant you any rights to the use or control of any of the Service Provider Content, except those rights expressly granted by this Agreement. Any copying, republication, redistribution, or creation of derivative works based upon the Service Provider Content, including by caching, framing or any similar means, without the prior written consent of the Service Provider is strictly prohibited.

The HORIZON® Services and the Service Provider Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, the Service Provider and its licensors exclusively own all right, title and interest in and to the HORIZON® Services and the Service Provider Content, including all associated Intellectual Property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the HORIZON® Services or the Service Provider Content. The Service Provider or its partners shall retain all worldwide rights in and to all Intellectual Property comprising or included within the Service Provider Content, including, but not limited to all trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software code, the “look and feel” of the HORIZON® Services, and copyrighted works associated with the Service is common law and/or registered copyrights, trademarks, and/or trade dress of the Service Provider.

You should assume that everything you read or see on the HORIZON® Services is copyrighted or otherwise protected and owned by the Service Provider, or a third party who licensed the right to use such content to the Service Provider. Unless otherwise expressly noted, nothing that you read or see on the HORIZON® Services or other Collective Content, or any of the source code or HTML code that the Service Provider uses to generate the HORIZON® Services may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of the Service Provider or the appropriate Content owner without prior written consent, except as provided in these Terms or otherwise permitted by relevant law.

No Collective Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Service Provider’s prior written permission, with the exception of your own User Content that you legally post on the HORIZON® Services. Except for your own User Content, you may not upload or republish Collective Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Collective Content is strictly prohibited.

The Service Provider is not the publisher or speaker of User Content, or any other information on the HORIZON® Services provided by third party content providers, and the Service Provider is not liable for any claims related to such information. Any mention in the HORIZON® Services of products or HORIZON® Services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by the Service Provider. The Service Provider assumes no responsibility for those products or HORIZON® Services.

The Service Provider’s License to You
Subject to your compliance with these Terms, the Service Provider grants you, to the extent it is able to do so, a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, download, print, and otherwise use the HORIZON® Services and the Collective Content.

You agree you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the HORIZON® Services or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise except for the licenses and rights expressly granted in these Terms. Any use of the HORIZON® Services or the Collective Content other than as specifically authorized herein, without the prior written permission of the Service Provider, is strictly prohibited and will immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to Intellectual Property rights, whether by estoppel, implication or otherwise. This license is revocable by the Service Provider at any time without notice and with or without cause.

Your Licenses to the Service Provider
All data resulting from performance of fluid analysis by the Service Provider via the HORIZON® Services are owned by the entity paying for the services, the Service Provider’s customer (the “Customer HORIZON® Data”). You hereby grant to the Service Provider and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees, and
other such parties as the Service Provider may designate from time to time, which may include any or all other users of the HORIZON® Services, an irrevocable, worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license, to use, reproduce, access, view, copy, adapt, import, edit, modify, reformat, translate, post, distribute, license, sell, offer to sell, transfer, commercialize, publicly display, publicly perform, transmit, stream, broadcast, create derivative works from, and otherwise utilize such Customer HORIZON® Data, in whole or in part, for any purpose whatsoever, in any and all media and distribution methods (now known or later developed), including, without limitation, on or within the HORIZON® Services, or for advertising or marketing of the HORIZON® Services, as well as a license to use your name and likeness in marketing materials and in the HORIZON® Services to promote your use of the HORIZON® Services. You agree and acknowledge that this license cannot be terminated, and the waiver cannot be revoked without the express written consent of the Service Provider.

Certain features of the HORIZON® Services may permit our Users to post, upload, publish, submit, or transmit User Content they created, owned, or are authorized to use, to be made available through the HORIZON® Services. By making available User Content through the HORIZON® Services, you hereby grant to the Service Provider and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees, and other such parties as the Service Provider may designate from time to time, which may include any or all other users of the HORIZON® Services, an irrevocable, worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license, to use, reproduce, access, view, copy, adapt, import, edit, modify, reformat, translate, post, distribute, license, sell, offer to sell, transfer, commercialize, publicly display, publicly perform, transmit, stream, broadcast, create derivative works from, and otherwise utilize such User Content, in whole or in part, for any purpose whatsoever, in any and all media and distribution methods (now known or later developed), including, without limitation, on or within the HORIZON® Services, or for advertising or marketing of the HORIZON® Services, as well as a license to use your name and likeness in marketing materials and in the HORIZON® Services to promote your use of the HORIZON® Services. You agree and acknowledge that this license cannot be terminated, and the waiver cannot be revoked without the express written consent of the Service Provider once you have submitted User content within the HORIZON® Services.

Your grant of this license to the Service Provider to utilize your User Content and any derivative works of the User Content created by using the HORIZON® Services does not displace your ownership of the User Content, or any license or authority you may have from any third parties to utilize the Content you share as User Content. The Service Provider does not claim ownership rights in your User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the HORIZON® Services. Accordingly, you represent and warrant that: (1) you either are the sole and exclusive owner of all User Content that you make available through the HORIZON® Services, or that you have all rights, licenses, consents, and releases necessary to utilize and share the User Content, and to grant the Service Provider the rights in such User Content contemplated under these Terms; (2) neither the User Content, your posting, uploading, publication, submission, or transmittal of the User Content, or the Service Provider’s use of the User Content (or any portion thereof) on, through, or by means of the HORIZON® Services will infringe, misappropriate, or violate a third party’s patent, copyright, trademark, trade secret, moral rights, or other Intellectual Property rights, or rights of publicity or privacy, or contractual rights or agreements, or result in the violation of any applicable law or regulation; and (3) any persons identified, depicted, or shown in your User Content, in whole or in part, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the User Content on and through the HORIZON® Services.

We do not approve, control or endorse your or anyone else’s User Content and have no obligation to do so. However, we reserve the right (but assume no obligation) to remove or modify any User Content from the HORIZON® Services at any time, for any reason.

**Third Party Advertising & Marketing**

The Service Provider may employ third party advertising and marketing to deliver ads, information, and other promotions to you, both through the HORIZON® Services, and via other mechanisms to provide such materials to you outside of the HORIZON® Services on third party websites or platforms. By agreeing to our Terms, you agree to receive such advertising and marketing from the Service Provider and our partners. If you do not wish to receive such advertising, you may notify us in writing using the contact information provided below. The Service Provider may compile and release information regarding you and your use of the HORIZON® Services on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the HORIZON® Services.

**Copyright Policy**

The Service Provider respects the Intellectual Property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other Intellectual Property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable Intellectual Property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act...
expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for Users of the HORIZON® Services who are infringers.

Notifying the Service Provider of Copyright Infringement
To provide the Service Provider with notice of an infringement, you must provide a written communication to the attention of “DMCA Notification Department” at dmca_agent@polarislabs.com that sets forth the information specified by the DMCA (which may be available at: http://www.copyright.gov/title17/92chap5.html#512). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

We must receive the following information from you:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other Intellectual Property interest;
2. A description of the copyrighted work or other Intellectual Property that you claim has been infringed;
3. A detailed description of where the material that you claim is infringing is located or found on the Service;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or Intellectual Property owner or authorized to act on the copyright or Intellectual Property owner's behalf.

Providing the Service Provider with Counter-Notification
If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the attention of “DMCA Counter Notification Department” at dmca_agent@polarislabs.com that sets forth all of the necessary information required by the DMCA (which may be available at: http://www.copyright.gov/title17/92chap5.html#512). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommend seeking advice of an attorney.

Intellectual Property
The Service Provider and its licensors and partners own all rights, titles, and interests in and to the HORIZON® Services, and all related Intellectual Property rights, including all registered and unregistered trademarks, trade dress, graphics, logos, designs, page headers, button icons, scripts, service names, software code, inventions, copyrights, and copyrightable works, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the HORIZON® Services, excluding User Content and the Customer HORIZON® Data (collectively, the “The Service Provider IP”). The Service Provider IP may not be used in connection with any product or service in any manner that is likely to cause confusion or otherwise violate the rights granted to us in the Service Provider IP, including use of any the Service Provider IP as part of third party trademarks, trade dress, and/or as part of domain names, email addresses, account names or handles, or other digital properties.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to the HORIZON® Services, or any Intellectual Property rights owned by The Service Provider. The Service Provider name, the Service Provider logos and designs, and the product and Service names associated with the HORIZON® Services are trademarks of the Service Provider or its affiliated third parties, and no right or license is granted by this Agreement to you to use the Service Provider IP for purposes not directly related to your use of the HORIZON® Services.

Linking & Framing
THE SERVICE PROVIDER grants you a limited, revocable, and nonexclusive right to create a hyperlink to the webpages of the HORIZON® Services, so long as the links do not portray the Service Provider or its products or HORIZON® Services in a false or misleading manner. You may not use any of the Service Provider's logo or other proprietary graphics or trademarks as part of the link without express permission. "Framing" or "mirroring" the HORIZON® Services or any of their content is prohibited without the prior written consent of the Service Provider.

The HORIZON® Services may provide links to other sites or resources. Because the Service Provider has no control over such sites or resources, you acknowledge and agree that the Service Provider 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 the Service Provider 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 HORIZON® Services available on or through any such site or resource.

**Email Notifications**

As part of your use of the HORIZON® Services, you will receive email notifications from the Service Provider and its partners. These messages may include information on HORIZON® Services updates and announcements. Your acceptance to these Terms represents your express written consent to receiving emails from the Service Provider related to the HORIZON® Services.

**Notices**

You consent to receive from the Service Provider all communications, including notices, agreements, legally required disclosures or other information in connection with the HORIZON® Services (collectively, "Notices") electronically. The Service Provider may provide such Notices by posting them on or within the HORIZON® Services, by electronic mail to your email address on record in the Service Provider’s account information, or by written communication sent by first class mail or pre-paid post to your address on record. You agree that we may communicate with you regarding the Service Provider and other entities by electronic means to your mobile device and that certain information about your usage of the HORIZON® Services may be communicated to us. In the event you change or deactivate your mobile device, you agree to promptly update your HORIZON® Account information to ensure that your messages are not sent to the person that acquires your old device.

**Termination**

The Service Provider may change, suspend or discontinue the HORIZON® Services for any reason, at any time, including the availability of any HORIZON® Services, features, or Content, without notice to you. The Service Provider may also impose limits on certain HORIZON® Services, features, or Content, or restrict your access to parts or all of the HORIZON® Services with or without notice to you.

The Service Provider may also terminate or suspend your use of or access to the HORIZON® Services at any time, immediately, without notice, and without refund, for any violation of these Terms, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or using the HORIZON® Services, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the HORIZON® Services.

The Service Provider may also remove or disable access to any Collective Content and suspend or ban your access to the HORIZON® Services or any HORIZON® Account at any time for any violation of these Terms including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content. To report violations of the Terms, please contact the Service Provider using the information below. You are solely responsible for your interactions with other Users of the HORIZON® Services. The Service Provider reserves the right, but has no obligation, to monitor disputes between you and other Users.

You acknowledge that we reserve the right to take action, technical, legal, or otherwise, to block, nullify, or deny your ability to access the HORIZON® Services. You understand that we may exercise this right in our sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies otherwise available to the Service Provider. Continued use of the HORIZON® Services, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of this Agreement and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of this Agreement, which by their nature should survive termination, shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

You may terminate your HORIZON® Account at any time, with or without cause, by contacting us using the contact information below.

**Export Control**

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the HORIZON® Services, nor any technical data related thereto, nor any direct product thereof, is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the HORIZON® Services, you represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

**International Use**

The HORIZON® Services are controlled and operated by the Service Provider from within the United States. The Service Provider makes no representations that materials contained within the HORIZON® Services are appropriate or available for use in other locations, and access to the HORIZON® Services from locations where such activity is illegal is prohibited.
Those who choose to use the HORIZON® Services from other locations do so on their own initiative and are solely responsible for compliance with all applicable laws.

**Indemnity**

You agree you shall indemnify and hold harmless the Service Provider, and any parents, subsidiaries, affiliates, customers, vendors, officers, and employees from any liability, damage or cost (including reasonable attorneys' fees and costs) from any claim or demand made by any third party due to or arising out of your access to the HORIZON® Services, use of the HORIZON® Services, violation of the Terms, or the infringement by you of any Intellectual Property or violation of any right of any person or entity by you or any third party using your HORIZON® Account, login information, or password.

**Warranty Disclaimers**

You acknowledge that the Service Provider has no control over, and no duty to take any action regarding: (1) which Users gain access to or use the HORIZON® Services; (2) what affects the content on the HORIZON® Services may have on you; (3) how you may interpret or use the content on the HORIZON® Services; or (4) what actions you may take as a result of having been exposed to the content on the HORIZON® Services.

You release the Service Provider from all liability for you having acquired or not acquired Content through the HORIZON® Services. The HORIZON® Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. The Service Provider makes no representations concerning any content contained in or accessed through the HORIZON® Services, and the Service Provider will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the HORIZON® Services. The Service Provider makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. The Service Provider cannot guarantee that you will obtain the results you seek or warrant that HORIZON® Services will be error-free. The Service Provider makes no representation or warranty of any kind with respect to use of HORIZON® Services or the use or accuracy of the information on the HORIZON® Services.

USER ACCESSES THESE HORIZON® SERVICES AT HIS OR HER OWN RISK. THE HORIZON® SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLETENESS OF ANY HORIZON® SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY THE SERVICE PROVIDER ARE HEREBY DISCLAIMED. NEITHER THE SERVICE PROVIDER NOR ANY PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF THE SERVICE PROVIDER, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. IN NO EVENT WILL THE SERVICE PROVIDER OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS, OR ILLEGAL CONDUCT OF USERS OF THE HORIZON® SERVICES.

**Limitation of Liability**

EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, NEITHER THE SERVICE PROVIDER NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THESE HORIZON® SERVICES, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OR DAMAGE TO DATA OR INFORMATION OF ANY KIND, DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER, PERSONAL INJURY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES (WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHER LEGAL THEORY) ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH USE OF THE HORIZON® SERVICES OR CONTENT, OR FOR ANY DIRECT DAMAGES IN EXCESS OF $100 (IN THE AGGREGATE), EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

The “Disclaimer” and “Limitation of Liability” provisions of this Agreement are for the benefit of the Service Provider as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.
Entire Agreement: The Terms, including the HORIZON® Privacy Notice, constitutes the entire agreement between Users of the HORIZON® Services and the Service Provider regarding users' use of and access to the HORIZON® Services. Your use of the HORIZON® Services are intended for your enjoyment and benefit and the provision of the HORIZON® Services to you constitutes the sole and sufficient consideration that you are entitled to receive for any content or other contributions you have made to the HORIZON® Services.

Waiver & Severability: Failure of the Service Provider, to exercise any remedy or enforce any portion of the Terms at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. Any waiver or modification of the terms herein by the Service Provider must be in a writing signed by an authorized officer of the Service Provider and expressly referencing the applicable provisions of the Agreement. If any provision of the HORIZON® Terms or HORIZON® Privacy Notice is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the HORIZON® Terms or HORIZON® Privacy Notice shall otherwise remain in full force and effect and enforceable.

Controlling Law & Jurisdiction: These Terms and any action related thereto will be governed by the laws of the State of Indiana without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the HORIZON® Services will be brought solely in the federal or state courts located in Marion County, Indiana, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any enactment of the Uniform Computer Information Transactions Act shall apply to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the HORIZON® Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever banned. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

Binding Arbitration: Any dispute relating in any way to your use of the HORIZON® Services shall be submitted to confidential arbitration in Indianapolis, Indiana, United States, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Indiana. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Indiana. Arbitration under this Agreement shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. The Service Provider operates the Service from its offices in the State of Indiana.

Transfer & Assignment: This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by you without the written consent of the Service Provider. The Service Provider may assign this Agreement upon ten (10) days prior written notice to you. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

No Independent Contractor or Joint Venture: The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

Changes to Our Terms
The HORIZON® Services that the Service Provider provides are always evolving and the form and nature of the HORIZON® Services the Service Provider provides may change from time to time without prior notice to you. The Service Provider may modify these Terms at any time. The most current version of our Terms will govern our use of your information and will be located at http://www.eoilreports.com/legal/termsofservice.pdf. Modifications to the Terms are effective upon the posting of an amended Terms to the HORIZON® Services. We may also notify you of changes to the Terms, particularly if we deem the changes to be material. By continuing to access or use the HORIZON® Services after changes become effective, you agree to be bound by the revised Terms.

Contact THE SERVICE PROVIDER
Customer Service
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