

Terms of Service for Bench Tree Portal

Effective Date: 11-1-2018

Acceptance of the Terms of Service

These terms of use ("Agreement") are entered into by and between you and BENCH TREE GROUP, LLC, a Texas limited liability company, ("**Bench Tree**", "**We**," "**Us**," "**Our**"). The following terms and conditions govern your access to and use of your access and use of the BENCH TREE PORTAL ("**the Portal**") accessible by log in at support.benchtree.com. Unless otherwise indicated, this Agreement applies to use of the Bench Tree Portal. Any product provided along with the Portal access that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement.

Please read this Agreement carefully before you start access or use the Bench Tree Portal. By accessing or using the Bench Tree Portal, you accept and agree to be bound and abide by this Agreement and our Privacy Policy, incorporated herein by reference. **If you do not want to agree to this Agreement or the Privacy Policy, you must not access or use the Bench Tree Portal.**

The Bench Tree Client Portal is offered and available to users

- who are over the age of 18,
- who are valid employees of a Participating Organization, and
- who have an email address with an approved Participating Organization domain extension,

By accessing and using the Bench Tree Portal, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Bench Tree Portal.

Changes to the Agreement

We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Bench Tree Portal thereafter. We will notify you by contacting you through the email address you provide when accessing or registering for the Bench Tree Portal of any material changes to this Agreement.

Your continued use of the Bench Tree Portal following the posting of the revised Agreement means that you accept and agree to the changes. You are expected to check this page if you are aware of any changes, as they are binding on you.

Accessing the Bench Tree Portal and Account Security

We reserve the right to withdraw or amend the Bench Tree Portal, and any service or material we provide on or through the Bench Tree Portal, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Bench Tree Portal are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Bench Tree Portal, or the entire Bench Tree Portal, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Bench Tree Portal.
- Ensuring that all persons who access the Bench Tree Portal through your internet connection are aware of this Agreement and comply with it.
- Anyone that uses our Bench Tree Portal through your account, such as your employees, consultants, or contractors (“Authorized Users”).

To access the Bench Tree Portal or some of the accompanying resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the Bench Tree Portal that all the information you provide on the Bench Tree Portal is correct, current, and complete. You agree that all information you provide to register with this Bench Tree Portal or otherwise, including but not limited to through the use of any interactive features on the Bench Tree Portal, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Bench Tree or your Participating Organization will provide you with a user name, password, or other piece of information as part of our security procedures. You must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Bench Tree Portal or portions of them using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or your Participating Organization or provided by us, at any time if, in our opinion, you have violated any provision of this Agreement.

Third-Party Software

You agree to use software produced by third parties, including, but not limited to, “browser” software that supports a data security protocol compatible with the protocol used by Bench Tree. Until notified otherwise by Bench Tree, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Bench Tree and to follow logon procedures for Bench Tree Portal that supports such protocols. You acknowledge that Bench Tree is not responsible for notifying you of any upgrades, fixes, or enhancements to any such software or for any compromise of data transmitted across computer networks not owned

or operated by Bench Tree or telecommunications facilities, including, but not limited to, the Internet.

Intellectual Property Rights

The Bench Tree Portal and their entire contents, features, and functionality (including but not limited to all information, software, firmware, text, technical documents, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Bench Tree, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You acknowledge and agree that the Bench Tree Service and any necessary software used in connection with the Bench Tree Service contain proprietary and confidential information that is protected by such laws.

However, Bench Tree does not own your User Contributions, which you upload through the Bench Tree Portal. Such **User Contributions** are discussed further below.

This Agreement permits you to use the Bench Tree Portal. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Bench Tree Portal, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing, viewing, and using those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Bench Tree Portal for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- You may download a single copy of our desktop and mobile App to your computer or mobile device solely for your own use.
- You may download, copy, or print Bench Tree's materials for internal use within your Participating Organization. Such materials are prohibited from being distributed or displayed outside your Participating Organization.

You must not:

- Modify copies of any materials from this site—excluding User Contributions from members of your Participating Organization.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text—excluding User Contributions from member of your Participating Organization.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Bench Tree Portal in breach of this Agreement, your right to use the Bench Tree Portal will stop immediately and you must, at our option, return or destroy any copies of

the materials you have made. No right, title, or interest in or to the Bench Tree Portal or any content on the Bench Tree Portal is transferred to you, and all rights not expressly granted are reserved by Bench Tree. Any use of the Bench Tree Portal not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

Trademarks

The Bench Tree name, the terms BENCH TREE, SHOCK VIREW, and RIG PORTAL, and all related names, logos, product and service names, designs, and slogans are trademarks of Bench Tree or its affiliates or licensors. You must not use such marks without the prior written permission of Bench Tree. All other names, logos, product and service names, designs, and slogans appearing on or accessible through these Bench Tree Portal are the trademarks of their respective owners.

Acceptable and Prohibited Uses

We have a few rules on how our Bench Tree Portal can and cannot be used. **These rules apply to all of Bench Tree Portal, including our Portal and our Website.**

You may use the Bench Tree Portal only for lawful purposes and in accordance with this Agreement.

You agree to

- Use your best efforts to prevent unauthorized access to or use of the Bench Tree Portal, including by maintaining a strong password;
- Keep your passwords and other login credentials for the Bench Tree Portal confidential;
- Monitor and control all activity conducted through your Bench Tree account;
- Notify us promptly if you become aware of or suspect any security breach regarding your account, including any loss, theft, or unauthorized disclosure or use of your (or any of your Authorized Users') username, password, or account; and

You agree not to use the Bench Tree Portal:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the **Content Standards** set out in this Agreement.
- Upload or share User Contributions that you do not own or otherwise have the right to share.
- To store or transmit any User Contributions that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, or publicity rights, or other applicable laws.

- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate Bench Tree, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Bench Tree Portal, or which, as determined by us, may harm Bench Tree or users of the Bench Tree Portal or expose them to liability.

Additionally, you agree not to

- Make the Bench Tree Portal available to anyone other than your Authorized Users;
- Allow more than one individual Authorized User to use a single log-in to the Bench Tree Portal, or use the Bench Tree Portal in excess of the quantities or limits set out in your Bench Tree Portal plan.
- Sell, trade, or otherwise transfer any Bench Tree Portal to another party.
- Attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Bench Tree Portal or the Partners (including any mechanism used to restrict or control the functionality of the Bench Tree Portal or the Partners) or any data from third parties (in other words, someone other than you, your Authorized Users, or Bench Tree) contained in the Partners (except to the extent such restrictions are prohibited by applicable laws).
- Attempt to gain unauthorized access to the Bench Tree Portal, the Partners, or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Bench Tree Portal or the Partners.
- Access the Bench Tree Portal in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Bench Tree Portal or the Partners.
- Engage in any abusive practices that degrade the performance of the Bench Tree Portal (or any part of the Bench Tree Portal) for you or any of our other customers (for example, by tracking singular high-frequency terms such as “love”, “yes”, or “the” or other similar activities).
- Use the Bench Tree Portal for redistribution, syndication, or fraudulent activities;
- Use the Bench Tree Portal in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Bench Tree Portal, including their ability to engage in real time activities through the Bench Tree Portal.
- Use any robot, spider, or other automatic device, process, or means to access the Bench Tree Portal for any purpose, including monitoring or copying any of the material on the Bench Tree Portal.
- Use any manual process to monitor or copy any of the material on the Bench Tree Portal or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Bench Tree Portal.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Bench Tree Portal, the server on which the Website is stored, or any server, computer, or database connected to the Bench Tree Portal.
- Attack the Bench Tree Portal via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Bench Tree Portal.
- Allow or encourage any third party to do any of the above.

User Contributions

The Bench Tree Portal may contain message boards, chat rooms, profiles, forums, bulletin boards, File Upload/Download, and other interactive features (collectively, “Interactive Bench Tree Portal”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Bench Tree Portal.

All User Contributions must comply with the **Content Standards** set out in this Agreement.

Any User Contribution you post on or through the Bench Tree Portal will be considered non-confidential and non-proprietary. However, such User Contributions are only viewable by members of your Participation Organization.

Bench Tree’s and Third-Parties’ Permissions to Your User Contributions

You own the User Contributions you create. By providing any User Contribution on or through the Bench Tree Portal, you grant us and our Partners, affiliates and service providers, and each of their and our respective licensees, successors, and assigns a royalty-free, worldwide license to host, use, reproduce, modify, publicly perform, publicly display, distribute, create derivative works of, and otherwise disclose to third parties any such material. This license is necessary for us to provide our Bench Tree Portal to you.

We also may use your User Contributions in a number of ways, including allowing other Bench Tree users within your Participating Organization to post, publish, share, or otherwise distribute User Contributions as part of the Bench Tree Portal. You also irrevocably grant Portal Users within your Participating Organization the right to access, use, and share your User Contributions in connection with their visits to or use of the Bench Tree Portal. Finally, you irrevocably waive and cause to be waived any claims and assertions of moral rights or attribution with respect to your User Contributions.

You can end this license any time by deleting your User Contributions or account. You should know that, for technical reasons, User Contributions you delete may persist for a limited period of time in backup copies. In addition, User Contributions you delete may continue to appear if their appearance is governed by your Participating Organization’s Portal Administrator. To contact your Portal Administrator, consult with your Participating Organization.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and Bench Tree users, and our Partners, affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with this Agreement.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Bench Tree, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Bench Tree Portal.

Monitoring and Enforcement; Termination

We have the right to:

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates this Agreement, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Bench Tree Portal or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. For more information, please see our [Copyright Policy](#).
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Bench Tree Portal.
- Terminate or suspend your access to all or part of the Bench Tree Portal for any violation of this Agreement.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Bench Tree Portal. **You waive and hold harmless Bench Tree and its affiliates, licensees, and service providers from any claims resulting from any action taken by Bench Tree during, or taken as a consequence of, investigations by either Bench Tree or law enforcement authorities.**

However, we cannot review all material before it is posted on through the Bench Tree Portal. Accordingly, we assume no liability for any action regarding transmissions, communications, or content provided by any user or third party. For information, please see our [Copyright Policy](#).

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is Bench Tree's policy to terminate the user accounts of repeat infringers.

Confidential Information.

For purposes of this Agreement, confidential information shall include the terms of this Agreement, Customer Data (e.g., name, email address, account registration information), and any information that is clearly identified in writing at the time of disclosure, whether such disclosure was in oral or written form, as confidential ("Confidential Information"). Each party agrees:

- to keep confidential all Confidential Information disclosed to it by the other party or by a third-party;
- not to use the Confidential Information of the other party except to the extent necessary to perform its obligations hereunder; and
- to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information).

Bench Tree will restrict its employees' access to your Confidential Information to only those employees necessary to provide the Bench Tree Service. Bench Tree may disclose Confidential Information on a need-to-know basis to its contractors, Partners, and affiliates who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their Bench Tree Service for Bench Tree in connection with the performance of this Agreement.

Confidential Information shall not include information which

- is known publicly;
- is generally known in the industry before disclosure;
- has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or
- the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient.

This Section will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure. With respect to any information received by either party from the other as a result of any other relationship between the parties other than as set forth in this Agreement (i.e., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any Nondisclosure Agreement (or similar agreement) executed between the parties.

Content Standards

These content standards apply to any and all User Contributions and use of Bench Tree Portal. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Bench Tree Portal is made available solely for information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Bench Tree Portal, or by anyone who may be informed of any of its contents.

Bench Tree Portal may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting Bench Tree Portal. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Bench Tree, are solely the opinions and the responsibility of the person or entity providing those materials. This includes User Contributions suggested by Bench Tree. These materials do not necessarily reflect the opinion of Bench Tree. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

Cancellation and Termination of Bench Tree Portal

You may cancel your Bench Tree Portal plan at any time by sending an email to support@benchtree.com.

We may refuse to provide service (including the Bench Tree Portal) to anyone for any reason at any time. We may also immediately suspend or terminate your access to our Bench Tree Portal for any reason, at any time, without notifying you in advance.

Changes to the Bench Tree Portal

We may update the content on the Bench Tree Portal from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Bench Tree Portal may be out of date at any given time, and we are under no obligation to update such material.

Your Consent and Information about You and Your Use of the Bench Tree Portal

All information we collect is subject to our Privacy Policy. By using the Bench Tree Portal, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website/Bench Tree Portal

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

You shall not link to any portions of the Portal.

Our Website may provide certain features that enable you to:

- Link from your own or certain third-party websites to certain content on the Bench Tree Portal.
- Send emails or other communications with certain content, or links to certain content, on the Bench Tree Portal.
- Cause limited portions of content on the Bench Tree Portal to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Link to any part of the Website other than the homepage.
- Cause our Website or the Portal or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Otherwise take any action with respect to the materials on our Website that is inconsistent with any other provision of this Agreement.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any features and any links at any time without notice in our discretion.

Links from the Bench Tree Portal

If the Bench Tree Portal contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Bench Tree Portal will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Bench Tree Portal or any Bench Tree Portal or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.**

Your use of the Bench Tree Portal and their content, and any Bench Tree Portal or items obtained through them is at your own risk. The Bench Tree Portal, their content, and any Bench Tree Portal or items obtained through the Bench Tree Portal are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither Bench Tree nor any person associated with Bench Tree makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Bench Tree Portal. Without limiting the foregoing, neither the company nor anyone associated with Bench Tree represents or warrants that the Bench Tree Portal or items obtained through them will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components, or that the Bench Tree Portal or items obtained through them will otherwise meet your needs or expectations.

To the fullest extent provided by law, Bench Tree hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

Limitation on Liability

To the fullest extent provided by law, in no event will Bench Tree, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Bench Tree Portal, any websites linked to them, any content on Bench Tree Portal or other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Indemnification

You agree to defend, indemnify, and hold harmless Bench Tree, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement or your use of the Bench Tree Portal, including, but not limited to, your User Contributions, any use of the Bench Tree Portal' content, Bench Tree Portal, and products other than as expressly authorized in this Agreement or your use of any information obtained from the Bench Tree Portal.

Governing Law and Jurisdiction

All matters relating to the Bench Tree Portal and this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Bench Tree Portal shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas and County of Texas County, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

We may require you to submit any disputes arising from the use of this Agreement or the Bench Tree Portal, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

Waiver and Severability

No waiver by the Company of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

This Agreement, our Privacy Policy, Copyright Policy, and [LIST OTHER RELEVANT DOCUMENTS OR POLICIES]] constitute the sole and entire agreement between you and Bench Tree regarding the Bench Tree Portal and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Bench Tree Portal.

Your Comments and Concerns

Website is operated by Gray Matters. Our Portal is operated by BENCH TREE GROUP, LLC, a Delaware Corporation having an address of 213 West Legends Oaks, Georgetown, TX 786828.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Bench Tree Portal should be directed to: support@benchtree.com. You may also submit comments and concerns via by calling us at 1-512-869-6900.