



## Terms Of Service

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You are entitled to ONE (1) free trial period. Our system automatically checks if you have already signed up for a free trial. If it is found that You have attempted to create multiple free trials, your free trial period will be immediately removed from the subsequent account or accounts and will be transitioned to a standard non-trial account. Any attempt to circumvent these Terms of Service will result in your account being banned without notice.

You agree that you will use the Site and Products solely for your own personal benefit or internal company use. You agree that you will not share access to your account or share your password with anyone. Our security system regularly checks for simultaneous logins from multiple locations. If it is found that your account is being accessed simultaneously from multiple locations, the system will auto-lock the account for a minimum 24-hour period.

You agree that You will not directly or indirectly copy, modify, reproduce, republish, distribute, transmit, or use the Site or the Products for any commercial or other purposes, except to the extent required in order for you to use the Site and the Products in the manner expressly provided herein.

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If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by You except with Flow Signalix's prior written consent. Flow Signalix may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind Flow Signalix in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict of laws provisions.

We reserve the right to refuse service to anyone for any reason at any time. We may, at our sole discretion, terminate or suspend access to our service immediately without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms of Service. All provisions of the Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.