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RPS reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use at any time by posting such changes to this page. If you have previously registered an account, RPS will endeavor to notify you of such changes via the email address you provided to RPS. You understand that you have the affirmative obligation to check these Terms of Use periodically for changes, and you hereby agree to periodically review these Terms of Use for such changes. The continued use of the Website following the posting of changes to these Terms of Use will constitute your acceptance of those changes.

BY USING OR OTHERWISE ACCESSING THE WEBSITE, CREATING, REGISTERING OR ACCESSING AN ACCOUNT, POSTING OR DOWNLOADING CONTENT, OR ANY OTHER INFORMATION TO OR FROM THE WEBSITE, PURCHASING ANY PRODUCTS OR SERVICES VIA THE WEBSITE OR MANIFESTING YOUR ASSENT TO THESE TERMS OF USE IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF USE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR OTHERWISE ACCESS THE WEBSITE, CREATE, REGISTER OR ACCESS AN ACCOUNT, POST OR DOWNLOAD CONTENT, OR ANY OTHER INFORMATION TO OR FROM THE WEBSITE, OR PURCHASE ANY PRODUCTS OR SERVICES VIA THE WEBSITE.

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RPS hereby grants you a limited, nonexclusive, nonassignable, nontransferable license to access and use the Website solely for the noncommercial, personal use of User or the internal business needs of the entity of which User is an authorized representative, as the case may be, subject to your agreement to, compliance with and satisfaction of these Terms of Use. RPS may provide certain services or Content provided by RPS via the Website on a subscription basis (the "Subscription Content"). Upon payment of any applicable fees or other charges associated with such subscription, RPS grants you a limited, non-exclusive, nonassignable, nontransferable license to access and use such Subscription Content for the term of the subscription solely for the noncommercial, personal use of User or the internal business needs of the entity of which User is an

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RPS may discontinue or alter any aspect of the Website, remove Content from the Website, restrict the time the Website is available or restrict the amount of use permitted at RPS's sole discretion and without prior notice or liability. You agree that RPS may, under certain circumstances, immediately suspend and/or terminate your access to the Website or any part thereof. Cause for such measures shall include, without limitation: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines; (b) discontinuance or material modification to the Website; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; and/or (e) engagement by you in fraudulent or illegal activities. You further agree that such measures shall be taken in RPS's sole discretion and without liability to you or any third party.

For purposes of these Terms of Use, references to "post" or "posting" shall refer to any manner of posting, transmitting, uploading, providing, making available or otherwise transferring material or information.

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Accounts

For certain aspects of the Website, you may be asked to register an account. In the event you agree to register an account, you will select and/or receive a username and password upon providing registration information and successfully completing the registration process. This account is personal to you, and you will not share it or allow any other person to utilize your account. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You agree to immediately notify RPS in the event (a) your registration information changes, or (b) you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You also agree that you will provide truthful and accurate information during the registration process. RPS may refuse to grant a particular username to you for any reason, including, without limitation, in the event RPS determines that such username impersonates someone else, is protected by trademark or other proprietary right law or is vulgar or otherwise offensive.

Content

You acknowledge that the Website may contain or provide access to information, software, photos, video, text, graphics, music, sounds or other material provided by RPS or third parties (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets or other intellectual property laws, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. For the avoidance of doubt, references to Content shall include Subscription Content.

Feedback

We welcome your comments, feedback, information, or materials regarding the Website, Content, or RPS's products or services (collectively, "Feedback"). If you submit Feedback to RPS, please note that your Feedback shall become the property of RPS. By submitting your Feedback to RPS, you agree to assign, and hereby irrevocably assign to RPS, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. RPS shall be free to use your Feedback on an unrestricted basis. You hereby assign and/or waive, as the case may be, any moral rights that you may have in or to the Feedback.

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RPS's Privacy Policy

RPS collects, stores and uses data collected from you in accordance with RPS's Privacy Policy, located at http://www.rpsins.com/privacy/. The terms and conditions of the Privacy Policy are hereby expressly incorporated into these Terms of Use.

Links

The Website may provide, or third parties may provide, links to other websites or resources on the Internet. Because RPS has no control over such websites or resources, you acknowledge and agree that RPS is not responsible for the availability of such external websites or resources, and RPS does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such websites or resources or for any privacy or other practices of the third parties operating those websites or resources. You further acknowledge and agree that RPS 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 your use of or reliance on any such Content, goods or services available on or through any such website or resource. RPS strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources.

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Upon placing an Order, you shall pay to RPS the purchase price as set forth in the "Shopping Cart" or similar ordering mechanism. RPS or its third-party affiliates may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. Your purchase is subject to any additional terms and conditions imposed by such third-party payment processors. The purchase price and any applicable fees or taxes shall be applied to your chosen method of payment upon submission of your order.

Prices and availability of products are subject to change without notice. Errors will be corrected where discovered, and RPS reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your payment method accepted and charged. In the event your payment

method has been accepted and charged, RPS will issue you the appropriate credit within a reasonable time after your order has been revoked.

In the event you purchase a product that must be shipped to you, such products will be shipped by RPS and/or its third-party contractors within a reasonable time after processing of your order. Shipment time will vary depending on the shipping method and service you select. RPS does not quarantee delivery at any certain time and is not responsible for shipping delays.

In the event you purchase products that embody or otherwise contain Content owned by RPS or other parties, you agree to the following restrictions regarding such products and the Content or other information contained or embodied therein: (a) you may not resell any Content or otherwise profit from its use or display; (b) you may not, nor will you allow any other party to, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense or create derivative works or compilations incorporating such Content without the express permission of the owner of such Content; (c) you will not otherwise violate any additional legal or contractual restrictions governing use of the Content; and (d) you will not obscure or remove any proprietary rights notices contained in or on the Content.

In the event you purchase subscriptions and/or services that embody or otherwise contain Subscription Content, you agree to the following restrictions regarding such Subscription Content or other information contained or embodied therein: (a) such Subscription Content (i) is the confidential information of RPS, (ii) you may use the Subscription Content for your personal or internal business needs only in accordance with the terms of this Agreement, (iii) you may not disclose the Subscription Content to third parties, and (iv) you will use best efforts to safeguard such Subscription Content from unauthorized use or disclosure; (b) you may not resell any Subscription Content or otherwise profit from its use or display; (c) you may not, nor will you allow any other party to, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense or create derivative works or compilations incorporating such Subscription Content; (d) you will not otherwise violate any additional legal or contractual restrictions governing use of the Subscription Content; and (e) you will not obscure or remove any proprietary rights notices contained in or on the Subscription Content.

In the event a product ordered by you is damaged upon receipt, RPS, at its sole option, may provide a replacement product or refund the purchase price. Damaged products which RPS will accept for return or refund include products that are missing, torn or physically damaged or inoperable.

User Representations

You hereby represent and warrant to RPS that: (a) you (i) are over the age of eighteen (18), (ii) are an emancipated minor under the laws of your jurisdiction of domicile and/or residence, (iii) possess legal parental or guardian consent or (iv) otherwise have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you to RPS is truthful, accurate and complete; (c) you are an authorized signatory of the credit or debit card or other method of payment that you provide to RPS or its third-party payment processor to pay the purchase

price and any applicable fees or taxes related to your purchases of products and/or services via the Website; (d) you will comply with the terms and conditions of these Terms of Use and any other agreement to which you are subject that is related to your use of the Website, Content or any part thereof; (e) you have provided and will maintain accurate and complete registration information with RPS, including, without limitation, your legal name, email address and any other information RPS may reasonably require; (f) your access to and use of the Website or any part thereof and/or purchase and use of any products or services will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (g) you will immediately notify RPS in the event that you learn or suspect that your registration information, username or password has been disclosed or otherwise made known to any other person;(h) you will not use the Website to gain competitive intelligence about RPS, the Website, or any product or service offered via the Website or to otherwise compete with RPS or its affiliates; and (i) if you purport to be the agent of, represent or otherwise act on behalf of an entity or any other person, that you are in fact an authorized representative of such entity or other person.

If you provide any Feedback via the Website, you hereby make the following additional representations and warranties to RPS: (1) you are owner of such Feedback or otherwise have the right to grant RPS the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to post the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

Prohibited Uses

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Website or any part thereof, which includes, without limitation: (a) use of the Website to post, store or disseminate material or information that, is or to a reasonable person may be false, fraudulent, unlawful, harmful, tortious, abusive, obscene, pornographic, defamatory, libelous, harassing, invasive of another's privacy, offensive, vulgar, threatening, malicious, hateful or racially, ethnically or otherwise objectionable; (b) use of the Website to post, store or disseminate Content, files, graphics, software or other material or information that actually or potentially infringes the rights of any person, including, without limitation, the copyright, trademark, patent, trade secret or other intellectual property rights, or privacy, moral or publicity rights, of any person; (c) use of the Website to interfere, disrupt or attempt to gain unauthorized access to other accounts on the Website, to restricted portion of the Website, to Content, or any other computer network or equipment; (d) use of the Website to post, store or disseminate viruses, Trojan horses or any other malicious code or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment; (e) use of the Website to post, store or disseminate any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other fraudulent schemes, or any other form of solicitation; (f) use of any manual or automated software,

devices or other processes to "crawl" or "spider" any web pages contained in the Website (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract pricing, product, service or other data from the Website); (g) use of the Website to gain competitive intelligence about RPS, the Website, or any product or service offered via the Website or to otherwise compete with RPS or its affiliates; (h) framing or otherwise simulating the appearance or functions of the Website or any portion thereof; (i) harvesting or otherwise collecting any information about other users, including, without limitation, email addresses or other contact information of other users; or (j) use of the Website to engage in any activity that, as determined by RPS, may intentionally or unintentionally violate these Terms of Use, violate any applicable laws or regulations or conflict with the spirit or intent of these Terms of Use.

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WITHOUT LIMITATION, RPS MAKES NO WARRANTY THAT THE WEBSITE, ANY CONTENT, OR ANY PRODUCTS OR SERVICES PROVIDED VIA THE WEBSITE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND THEREON WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS.

ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH THE WEBSITE OR ANY PRODUCT SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

Limitation of Liability

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT RPS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, ANY CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED VIA THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE OR OTHERWISE: (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE WEBSITE, ANY CONTENT, OR THE PURCHASE OF RPS' PRODUCTS OR SERVICES. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE WEBSITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL RPS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE, PURCHASING ANY CONTENT OR PURCHASING RPS' PRODUCTS OR SERVICES OR ANY AMOUNT RETAINED BY RPS FOR PROVIDING THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless RPS, its officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Website or any part thereof, (b) a breach or alleged breach by you of any of your

representations, warranties, covenants or obligations under this Agreement, (c) infringement or misappropriation of any intellectual property or other rights of RPS or third parties by you, (d) any negligence or willful misconduct by you, (e) any other claim related to your performance under this Agreement, or (f) your use of any Content, services, or products provided by RPS.

Term and Termination

This Agreement is effective upon your unequivocal acceptance as set forth herein and shall continue in full force until terminated. You agree that RPS, in its sole discretion, may terminate your use of the Website or any part thereof upon prior notice, and remove and discard any Content, in the event you violate these Terms of Use. You agree that RPS may immediately suspend your account and your access to the Website or any part thereof in order to conduct an investigation in the event it believes you have violated these Terms of Use or if it determines that you are a repeat infringer of another's intellectual property or other rights. RPS may also, in its sole discretion and at any time, discontinue providing the Website, any part thereof, any Content or any products or services advertised thereon, with or without notice. In addition to any other method of termination or suspension provided for in this Agreement, RPS reserves the right to terminate this Agreement at any time and for any reason upon ten (10) days notice to you. Further, you agree that RPS shall not be liable to you or any third-party for any termination or suspension of your access to the Website or any part thereof, removal of Content or sale of any products. You may terminate this Agreement at any time by immediately discontinuing all access to the Website and by providing notice to RPS of such discontinuance. Termination or cancellation of this Agreement shall not affect any right or relief to which RPS may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Website and any Content provided thereby. In the event of termination, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

Governing Law and Other Miscellaneous Terms

The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You acknowledge and agree that any expenses that you incur in furtherance of this Agreement are voluntary in nature and are made with the knowledge that this Agreement may be terminated as provided herein. You shall not make a claim against RPS, and RPS shall not be liable with respect to the recoupment of any expenditures or investment made by you in anticipation of the continuation of this Agreement beyond the term hereof.

The parties agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to RPS which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that RPS has the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance

or other equitable relief without prejudice to any other rights and remedies RPS may have for your breach of this Agreement.

The validity and effect of these Terms of Use shall be governed by, and construed and enforced in accordance with the laws of the State of Illinois, without regard to its conflicts or choice of laws principles. ANY SUIT, ACTION OR PROCEEDING CONCERNING OR RELATING TO THE WEBSITE, ITS USE, THESE TERMS OF USE, ANY SALE OR ANY OTHER PRODUCT, SERVICE, POLICY OR PROCEDURE OF RPS, MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN the State of Illinois, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING, YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting and construing this Agreement.

If the performance of any part of this Agreement by either party (other than payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God, telecommunications failure or any other cause beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

This Agreement, including any other agreements or additional terms referenced herein, constitutes the complete and exclusive statement of the Agreement between the parties with respect to the Website, Content, and products and services offered via the Website, and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Website, Content, and products and services sold via the Website. If any provision of this Agreement is found unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision. As so reformed or modified, the court shall fully enforce this Agreement. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination and

interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

RPS makes no representation that the Website, Content or other material or information on the Website is appropriate to or available in locations outside of the United States. You may not use the Website or export Content in violation of United States export laws, regulations or restrictions. If you access the Website from outside of the United States, you are responsible for compliance with all applicable laws.

Copyright and Copyright Notices

RPS respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website sufficient to allow us to locate the allegedly infringing material;
- your address, telephone number, and email address;
- 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
- a statement by you, made under penalty of perjury, that the above information in your notice is
 accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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