

ALTUS TECHNOLOGIES PRIVACY POLICY, PRIVACY STATEMENT AND TERMS OF USE

This website, www.onthejury.com (“Website”) is owned and operated by Altus Technologies, Inc. (“Altus”). Altus is committed to ensuring the privacy of our users and the confidentiality of information obtained from them as well as ensuring that an effective operation of the Website is maintained. With this in mind, Altus has adopted the privacy policy, privacy statement and terms of use.

OUR PRIVACY POLICY

1. Information collected from users of our Website is used to create accounts, to address the specific needs of those users and to provide a record of communications between us and our Website users.
2. Our employees are trained to handle personal, confidential information of our users in a confidential manner. Disciplinary sanctions that include dismissal are imposed on employees who deviate from such standards of care;
3. Absolutely no personal information collected through our Website is provided or sent to any third-party marketers; and
4. Our Website uses cookies to facilitate easier navigation within the site and provide a higher level of convenience for our users. A cookie is a small piece of information about an Internet session that may be created when a user accesses a website. The cookies used by our Website are not written to the user's hard drive, exist only until the browser is shut down, do not contain any personal information regarding the user, and do not retrieve any information from the user's personal computer.

Please feel free to contact us at info@altusti.com for any comments or concerns that you may have regarding this Privacy Policy. We welcome your comments and appreciate any enhancements to our Website security.

PRIVACY STATEMENT

When accessing our Website, Altus will learn certain information about you during your visit. How we will handle information we learn about you depends upon what you do when visiting our Website.

Types of Information Collected

If you visit our Website to make available information and content, we will ask you to create an account. Our Website's account registration form asks visitors to provide contact information such as the visitor's email address and demographic information such as location and interests.

Uses of Information Collected

We use contact information gathered from the registration form to send the user information about our Website. The user's contact information is also used to contact the user when necessary and may be shared with other companies and visitors that wish to contact the user. We use the demographic and profile data collected at our Website to tailor the user's experience at our Website, showing the user content that we believe will interest the user and displaying such content according to the user's preferences.

Personal Information

Except with respect to contact and demographic information you provide when creating an account, Altus will not obtain personal information about you when you visit our Website, unless you choose to provide such information to us nor will Altus sell or otherwise transfer such information to unaffiliated third parties without your approval at the time of collection. You will have the opportunity to indicate whether you would like to "opt out" of receiving promotional and/or marketing information about other products, services and offerings from Altus. Further, notwithstanding any opt-out of promotional information by the user, Altus reserves the right to contact you regarding matters relevant to the underlying service and/or the information collected. By submitting personal information at our Website, you are giving consent and permission for any use that is consistent with the uses stated in this Privacy Policy or disclosed elsewhere at the Website at the time you make such submission.

Policy Modifications

Altus reserves the right to change its Privacy Policy and Policy Statement at any time and notices of changes will be posted on this Website. This Privacy Policy is not intended to and do not create any contractual or other legal rights in or on behalf of any party.

TERMS OF USE

User Content

The Website will allow you to exchange and to upload, exchange, share, store, send or otherwise make available information and content. Any information and content you provide ("User Content") is your responsibility and Altus assumes no liability or responsibility for such user generated information and content. This includes, but is not limited to, chat, blogs, email, email addresses and other personal information, sms, text,

photos, video, audio and any other User Content that you may provide or make available and accessible to other users of the Website. As a user of our Website, you are hereby acknowledging that the community-oriented functionality of our Website is inherently intended to provide users with the opportunity to share and provide information that you voluntarily provide and that you desire to make public and allow any other users of the Website access to that information. You further acknowledge that certain community features may allow users to contact and otherwise communicate with you directly. Altus does not make any representations or guarantees of confidentiality or privacy with respect and accepts no responsibility for User Content and other information provided by users of the Website, including those who participate in user-generated exchanges of information except as otherwise expressly provided in our Privacy Statement, our Privacy Policy and these Terms of Use. Altus is not responsible for monitoring or policing this exchange of information and it is your responsibility to understand the nature of such communication media and use your own judgment and consideration concerning the information you provide, exchange and otherwise make available. You are using the Website with the express knowledge that you are sharing information with known and unknown people and you assume all risks, consequences, liability and responsibility inherent with such exchange of information. In addition, Altus does not control the User Content posted via our Website and, therefore, does not guarantee the accuracy, integrity or quality of any User Content. You understand that by using our Website, you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will Altus be liable in any way for any User Content, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Website.

Altus expressly states and you hereby acknowledge and understand that Altus is not accepting any responsibility for monitoring or policing the exchange of User Content and other information included or otherwise made available through the Website and that Altus does not accept any liability or responsibility express or implied involved with or resulting from the use of the Website. As the owner and operator of the Website, however, Altus reserves the right to monitor, view, store, forward and use any and all User Content provided by you. Furthermore, Altus may use any and all User Content and other information made available or otherwise provided by you through the use of our Website in various ways, including, but not limited to, improving the quality, functionality and user experience of the Website but your personal information will be treated in accordance with our Privacy Policy and our Privacy Statement. Altus has the right, at its sole discretion, remove any User Content.

You are solely responsible for User Content that you provide on the Website. With respect to User Content, you hereby represent and warrant that (i) you own the User Content or have all necessary licenses or permissions necessary to provide the User Content and you authorize Altus to use all copyright, patent or other proprietary rights in and to any User Content and (ii) you have the written consent, license or permission of each identifiable person to include any name or likeness of each such person in the User Content.

Altus does not claim ownership of User Content you submit or make available. With respect, however, to User Content you submit or make available for inclusion on publicly accessible areas of the Website, you grant Altus (and other users of the Website) the following world-wide, perpetual, irrevocable, sub-licensable, assignable, royalty-free and non-exclusive license(s), as applicable: (a) with respect to User Content you submit or make available for inclusion on publicly accessible areas, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such User Content on our Website solely for the purposes of providing and promoting the publicly accessible areas to which such User Content was submitted or made available and (b) with respect to User Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of our Website, the license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed.

User Conduct

Altus may at any time make modifications, changes, and alterations to the data of our Website, including the removal or addition of information to our Website. Such modifications may include messages boards, email services, chat rooms and other services. You agree to not use the Website to:

1. submit material that is protected by copyright, patent or any other proprietary rights unless you are the owner of such material or have a license or permission from the owner of any such proprietary rights to provide the material;
2. upload, post, email, transmit or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
3. harm minors in any way;
4. impersonate any person or entity, including, but not limited to, an Altus official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Website;
6. upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

7. upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
8. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
9. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
10. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
11. interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
12. intentionally or unintentionally violate any applicable local, state, national or international law;
13. "stalk" or otherwise harass another; or
14. collect or store personal data about other users.

Rights of Altus

You acknowledge that Altus does not pre-screen User Content, but that Altus and its designees shall have the right (but not the obligation) in their sole discretion to refuse, move or remove any User Content that is available via our Website. Without limiting the foregoing, Altus and its designees shall have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable, in the Company's sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by Altus or submitted to Altus, including, without limitation, information in message boards, clubs, and in all other parts of the Website.

You understand that the technical processing and transmission of our Website, including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

DISCLOSURE OF INFORMATION

You acknowledge and agree that Altus may preserve your personal information and User Content and may also disclose your personal information and User Content if Altus believes in good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with applicable law or a court order; (b) enforce its Privacy Policy, Privacy Statement or the Terms of Use; (c) respond to claims that any User Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of the Company, its users and the public.

WITHDRAWAL OF INFORMATION

Also, upon your request, Altus will take reasonable measures to delete your personal information and your User Content from its database. It may be impossible to delete your entry without some residual information because of backups and records of deletions.

CONSENT

Your use of our Website signifies your consent and the consent of any company or entity for which you are using our Website. This includes consent to our collection and use of information as described in our Privacy Policy, our Policy Statement and our the Terms of Use. Your use of our Website will also signify the user's agreement to the terms of our Privacy Policy, our Policy Statement and our Terms of Use and continued access and use of our Website in violation of our Privacy Policy, our Policy Statement or our Terms of Use will relieve Altus from any liability to you.

DISCLAIMER

All information in the Website is provided by Altus "as is" without warranty of any kind, either expressed or implied. Altus, its affiliates, agents and licensors cannot and do not warrant the accuracy, completeness, non-infringement, merchantability or fitness of any information contained on the Website.

INDEMNITY

IN NO EVENT WILL ALTUS OR ITS AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH (I) ANY PARTY'S USE OF THE WEB SITE OR A LINKED SITE, (II) ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, LINE SYSTEM FAILURE OR LOSS OF DATA, (III) ANY LOSS OF USE RELATED TO OUR WEBSITE OR A LINKED SITE, (IV), ANY WEBSITE OPERATED BY ANY THIRD PARTY, (V) OR ANY CONTENT OF THIS WEBSITE OR ANY LINKED SITE, EVEN IF ALTUS IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALTUS AND ALTUS' AFFILIATES, LICENSORS AND CONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY BREACH BY YOU OF ANY OF THESE TERMS OF USE OR APPLICABLE LAW, INCLUDING THOSE REGARDING INTELLECTUAL PROPERTY.
