

iOS App Terms

End User License Agreement

IMPORTANT – PLEASE READ CAREFULLY

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND COHEN RESEARCH GROUP LLC STATING THE TERMS THAT GOVERN YOUR USE OF CERTAIN APPLE IPHONE AND IPAD APPLICATIONS OWNED BY COHEN RESEARCH GROUP LLC, SPECIFICALLY, “CONGRESS PRO” APPLICATION. PLEASE READ THIS END USER LICENSE AGREEMENT (“AGREEMENT”) BEFORE PRESSING THE “AGREE” BUTTON AND CHECKING THE BOX AT THE BOTTOM OF THIS PAGE. BY PRESSING “AGREE” OR DOWNLOADING THE “CONGRESS PRO” APPLICATION YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS “CANCEL” AND DO NOT DOWNLOAD ANY “CONGRESS IN YOUR POCKET” APPLICATION.

1.0 Definitions

1.1 The following terms and expressions shall have the following meanings:

Affiliate means any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with, COHEN RESEARCH GROUP LLC For the purpose of this definition, the word “control” shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

Agreement refers to this End User License Agreement, as may be renewed and/or amended from time to time.

Documentation refers to any online or otherwise enclosed documentation provided by COHEN RESEARCH GROUP LLC

Effective Date means the date on which this Agreement is entered into by clicking on the ACCEPT button as stated above or upon installation or use of the CONGRESS PRO PRODUCT by You, whichever occurs earlier.

IP Rights means (i) patents, pending patent applications, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, know-how, trade secrets and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and (iii) applications, extensions and renewals in relation to any such rights.

COHEN RESEARCH GROUP LLC refers to COHENRESEARCHGROUP.COM, a WASHINGTON D.C BASED company, the owner of the "CONGRESS PRO" AND licensor of certain limited rights under this Agreement. COHEN RESEARCH GROUP LLC refers the "CONGRESS" applications for Apple iPhone AND iPad owned, developed, and distributed under license agreement COHEN RESEARCH GROUP LLC for paging and communication purposes. The COHEN RESEARCH GROUP LLC contains IP Rights of COHEN RESEARCH GROUP LLC

You mean you, the end user of the COHEN RESEARCH GROUP LLC, limited to single individual, also used in the form "Your" where applicable.

1.2 References to the singular include the plural and vice versa, and references to one gender include the other gender.

1.3 Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.0 License and Restrictions

2.1 License.

Subject to the provisions of this Agreement and payment of all license fees, COHEN RESEARCH GROUP LLC hereby grants You a limited, personal, non-commercial, nontransferable, nonexclusive, non-sublicensable, non-assignable, license during the Term to download, install and use the COHEN RESEARCH GROUP LLC on iPhone and iPad during the Term of this agreement for the sole purpose of personally using the applications provided by cohenresearchgroup.com.

2.2 No Granting of Rights to Third Parties.

You may not sell, assign, transfer, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the “Congress In Your Pocket” App or any part thereof.

2.3 No Modifications.

You may not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the “Congress In Your Pocket” App or any part thereof.

2.4 Third Parties:

The COHEN RESEARCH GROUP LLC may not be incorporated into software and other technology owned and controlled by third parties. You acknowledge and agree that COHEN RESEARCH GROUP LLC is not responsible to you for any such third party software or technology and that you will look solely to the applicable third party and not to COHEN RESEARCH GROUP LLC or its Affiliates to enforce any of your rights.

2.5 Exclusive Ownership.

This is a license and not a sale of COHEN RESEARCH GROUP LLC to You. The COHEN RESEARCH GROUP LLC and the IP Rights contained therein are owned by COHEN RESEARCH GROUP LLC and shall remain the exclusive property of COHEN RESEARCH GROUP LLC. Nothing in this Agreement intends to transfer ownership of any IP Rights to You. You are only entitled to the limited use of the COHEN RESEARCH GROUP LLC in accordance

with the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with COHEN RESEARCH GROUP LLC'S IP Rights. Any unauthorized use of the COHEN RESEARCH GROUP LLC or COHEN RESEARCH GROUP LLC IP Rights is a violation of this Agreement as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws. All title and IP Rights in and to any third party content that is not contained in the COHEN RESEARCH GROUP LLC, but may be accessed through use of the COHEN RESEARCH GROUP LLC, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws.

3.0 COHEN RESEARCH GROUP LLC Obligations

3.1 Suspension.

COHEN RESEARCH GROUP LLC may, in its sole discretion and to the maximum extent permitted, modify, or discontinue or suspend Your ability to use any version of the COHEN RESEARCH GROUP LLC, and/or disable any COHEN RESEARCH GROUP LLC You may already have accessed or installed without any notice to You for the repair, improvement, and/or upgrade of the underlying technology or for any other justifiable reason, including but not limited to, circumstances when You, at COHEN RESEARCH GROUP LLC'S discretion, are in breach of this Agreement or engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

4.0 Your Obligations

4.1 Lawful purposes.

You will use the COHEN RESEARCH GROUP LLC'S PRODUCT solely for lawful purposes. In this respect You may not, without limitation, (i) intercept, monitor, damage or modify any communication which is not intended for You; (ii) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the COHEN RESEARCH GROUP LLC'S Software (iii) send any unsolicited communication not permitted by applicable law; (iv) expose any third party to

material which is offensive, harmful to minors, indecent or otherwise objectionable in any way; (v) use the COHEN RESEARCH GROUP LLC's App to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party; (vi) use any material or content that is subject to any third party proprietary rights, unless you have a license or permission from the owner of such rights; or (vii) violate any applicable law, rule or regulation.

4.2 Representations and Warranties.

You represent and warrant that You are authorized to enter into and comply with this Agreement. Furthermore, You represent and warrant that You will at any and all times meet Your obligations under this Agreement, as well as any and all laws, rules, regulations and policies that may apply to the use of the COHEN RESEARCH GROUP LLC, including but not limited to maintaining the privacy of patient information and other non-public personal information.

4.3 Indemnification.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COHEN RESEARCH GROUP LLC AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY SUCH PARTIES, IN CONNECTION WITH OR ARISING OUT OF YOUR (I) VIOLATION OR BREACH OF ANY TERM OF THIS AGREEMENT OR ANY APPLICABLE LAW, RULE OR REGULATION, WHETHER OR NOT REFERENCED HEREIN; (II) VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY, OR (III) USE OR MISUSE OF THE COHEN RESEARCH GROUP LLC SOFTWARE; OR (IV) IMPROPER USE OF THE COHEN RESEARCH GROUP LLC SOFTWARE.

4.4 Export Restrictions:

COHEN RESEARCH GROUP LLC may be subject to United States laws that govern the export of software. You shall comply with all applicable U.S. laws that apply to the COHEN RESEARCH GROUP LLC. COHEN RESEARCH GROUP LLC is making this software available

to you for download only on the condition that You certify that You are not such a person or entity and that the download is not otherwise in violation of U.S. export control and sanctions regulations.

4.5 Government Users.

The COHEN RESEARCH GROUP LLC and any documentation are “commercial computer software” and “commercial computer software documentation,” respectively; as such terms are used in United States Federal Acquisition Regulations Section 12.212 and were created solely at private expense. Any use, duplication or disclosure of the COHEN RESEARCH GROUP LLC or the documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this Agreement.

5. Updates, New Versions.

COHEN RESEARCH GROUP LLC reserves the right to change this Agreement at any time by publishing the revised Agreement on the COHENRESEARCHGROUP Website or by providing notice to You to the email address You have provided. The revised Agreement shall become effective after thirty (30) days of such publication or notice, unless You expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance or Your continued use of the COHEN RESEARCH GROUP LLC after the expiration of the publication or notice period of thirty (30) days shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement.

6.0 Disclaimer of Warranties and Limitation of Liability

6.1 No Warranties.

THE COHEN RESEARCH GROUP LLC IS PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER. ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED. COHEN RESEARCH GROUP LLC DOES NOT, EITHER EXPRESSED, IMPLIED OR STATUTORILY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE COHEN RESEARCH GROUP PRODUCTS,

INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. COHEN RESEARCH GROUP LLC FURTHER DOES NOT REPRESENT OR WARRANT THAT THE COHEN RESEARCH GROUP LLC WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT DATA LOSS, NOR DOES COHEN RESEARCH GROUP LLC WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF COMMUNICATIONS MADE THROUGH THE COHEN RESEARCH GROUP LLC

6.2 Specific Disclaimer of Liability for Emergency Situations.

NEITHER COHEN RESEARCH GROUP LLC NOR ITS OFFICERS, EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO YOUR INABILITY TO USE THE COHEN RESEARCH GROUP LLC IN EMERGENCY SITUATIONS OR TO CONTACT EMERGENCY SERVICES.

6.3 Your Own Risk.

You acknowledge and agree that the entire risk arising out of your use of the COHEN RESEARCH GROUP LLC remains with you, to the maximum extent permitted by law.

6.4 Disclaimer of Damages.

IN NO EVENT SHALL COHEN RESEARCH GROUP LLC, ITS AFFILIATES AND ITS LICENSORS BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF OR CORRUPTION TO DATA, INTERRUPTION,

COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE COHEN RESEARCH GROUP LLC'S APPLICATION (II) ANY LOSS OF INCOME, BUSINESS OR PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF THE USE OR INABILITY TO USE THE COHEN RESEARCH GROUP LLC; (III) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF ANY DISRUPTIONS (IV) THE SUSPENSION OR TERMINATION OF THIS AGREEMENT BY YOU OR BY COHEN RESEARCH GROUP LLC FOR ANY REASON; OR (V) THE RELEASE OR THE DECISION NOT TO RELEASE NEW VERSIONS OF THE "CONGRESS IN YOUR POCKET" APPLICATION TO YOU. THESE LIMITATIONS ON COHEN RESEARCH GROUP LLC'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT COHEN RESEARCH GROUP LLC, ITS AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

6.5 Damages Limitation.

IN NO EVENT SHALL THE LIABILITY COHEN RESEARCH GROUP LLC'S, ITS AFFILIATES AND ITS LICENSORS EXCEED TWICE THE AMOUNT OF LICENSE FEES PAID BY YOU UNDER THIS AGREEMENT.

7.0 General Provisions

7.1 Entire Agreement.

The terms and conditions of this Agreement constitute the entire agreement between You and COHEN RESEARCH GROUP LLC with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

7.2 Partial Invalidity.

If any provision of this Agreement, or any part of a provision, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision (or part-provision) in question is not of a fundamental nature to this Agreement as a

whole, the legality, validity or enforceability of the remainder of this Agreement (including the remainder of the term which contains the relevant provision) shall not be affected.

7.3 No waiver.

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If COHEN RESEARCH GROUP LLC waives a breach of any provision of this Agreement, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

7.4 Assignment.

You are not allowed to assign this Agreement or any rights hereunder. COHEN RESEARCH GROUP LLC is allowed at its sole discretion to assign this Agreement or any rights hereunder to any third party, without giving prior notice.

7.5 Applicable Law, Jurisdiction and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Rhode Island. The state and federal courts in Providence, Rhode Island shall have exclusive jurisdiction and venue of all actions relating to this Agreement, and the parties consent to the jurisdiction and venue of such courts.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE COHEN RESEARCH GROUP LLC YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO COHEN RESEARCH GROUP LLC THE RIGHTS SET FORTH HEREIN.

8.0 General Disclaimer

No claims are made of accuracy and no responsibilities will be taken by the author for events arising from the use of the information provided in this material.

9.0 Member Disputes

You are solely responsible for your interactions with other users of the Application and any other parties with whom you interact through the Application. COHEN RESEARCH GROUP LLC has no obligation to become involved in any way with these disputes.

10.0 Apple Terms

These Terms are concluded between you and COHEN RESEARCH GROUP LLC only. Apple has no obligation to provide any maintenance or support services with respect to the "CONGRESS IN YOUR POCKET" Application.

By using the "CONGRESS IN YOUR POCKET" Application you agree that Apple and Apple's subsidiaries will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third party beneficiary to these terms and conditions.

COHEN RESEARCH GROUP LLC, and not Apple will, be responsible for addressing any claims instigated by you relating to the Application, including, but not limited to product liability claims; any claim that the Application fails to conform to any applicable legal or regulatory requirement; and claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, COHEN RESEARCH GROUP LLC and not Apple will be solely responsible for the investigation defense, settlement and discharge of any such intellectual property infringement claim.

Complaints or Further Information

If you have any complaints, claims or require further information with respect to the Application or these Terms of Service & Privacy Policy, or wish to make a request for access, please direct all communication to:

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termsofservice@cohenresearchgroup.com