

ING Solutions LLC Website Terms of Service

Section titles in the TOS are for convenience only and have no legal or contractual effect.

1. ACCEPTANCE OF TERMS

ING Solutions LLLC and its subsidiaries and affiliates ("ING"), provides its Internet products, services, and content to you ("Service") subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at [Terms of Service](#). In addition, when using particular ING services, you shall be subject to any posted guidelines, rules, [Buyer Terms and Conditions](#), and/or policies and procedures applicable to such services which may be posted from time to time. All such items are hereby incorporated by reference into the TOS.

2. MEMBER ACCOUNT, PASSWORD AND SECURITY

If you complete the Service's registration process, you will receive a username and password linked to your account with ING. You are responsible for maintaining the confidentiality of the username and password, and are fully responsible for all activities that occur under your username, password, or on your account. You agree to (a) immediately notify ING of any unauthorized use of your username and password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. ING cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

3. MODIFICATIONS TO SERVICE

ING reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ING shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

4. TERMINATION

You agree that ING, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use, or if ING believes that you have violated or acted inconsistently with the letter or spirit of the TOS. You acknowledge and agree that ING may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that ING shall not be liable to you or any third-party for any termination of your access to the Service.

5. ING'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by ING, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

6. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. ING MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii)