

WEBSITE TERMS AND CONDITIONS OF USE

Terms of Use

These terms of use are entered into by and between you (“you” or “user”) and _____, including its employees, directors, officers, shareholders, vendors, agents, or representatives (collectively, “Company”, “us”, “we”, or “our”), whose principal address is _____ [address]. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of this website, including any domains and subdomains, related web pages, content, functionality, products, and services offered on or through this website (collectively, the “Website”), whether as a guest or a registered user. Please read these Terms of Use carefully before using the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. This means that all of the content in the Privacy Policy is given the same legal effect as if it were listed here in its entirety. If you disagree with these Terms of Use or the Privacy Policy, please cease your access to and use of this Website. Your access to and use of this Website is conditioned on your acceptance of and compliance with these Terms of Use. These Terms of Use apply to you and all users who access this Website. By using this Website, you represent and warrant that you are 18 years of age or older and of sound mind. If you do not meet all of these requirements, please cease your access to and use of this Website. By accessing or using this Website, you agree to be legally bound by these Terms of Use.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms of Use at any time, without notice to you or any user. All changes are effective immediately upon such change and publication thereof on this Website. Please regularly review these Terms of Use whenever you access or use this Website. We also reserve the right, at our sole discretion, to modify, remove, or replace any service, product, or content on this Website, without notice to you or any user.

General Information

These Terms and Conditions are intended to be binding upon you and all users. Your continued use of this Website shall be construed as your acceptance and agreement to these Terms of Use, as amended. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, without notice. These Terms of Use permit you to use the Website for your personal, non-commercial use only. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws. We have the right, in our sole discretion, to terminate or suspend your access to this Website, in whole or in part. You agree to cooperate with and abide by any of our requests, whether it be in regards to these Terms of Use, preserving the Company’s reputation, or any other reasonable and lawful request. Wherever you are located or wherever your points of access are located (including servers, VPNs, etc.), you agree to comply with the local laws related to those geographical locations.

We invite you to contact us and welcome your inquiries, calls, and emails at _____ [phone number] or _____ [email address].

Intellectual Property

All intellectual property (including copyrights, trademarks, the domain name, logos, slogans, marks, names of the Company or its products or services, information, software, text, displays, images, video, audio, design, selection and arrangement thereof, and any and all other types of intellectual property) on the Website is solely owned by the Company. Your access or use of this Website does not grant you any license, whatsoever, to use the Company’s intellectual property without our explicit written consent. You are not allowed to print, copy, reproduce, create derivative works of, distribute, transmit, upload, download, store, display in public, alter, or modify any content which appears on this Website. The foregoing is protected by the laws of _____ [Country] and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Prohibited Uses

You are prohibited from (i) using this Website for any unlawful purposes; (ii) introducing any malicious content, including trojan horses, worms, viruses, or any other harmful material to this Website; (iii) transmitting, procuring, or sending any advertising or promotional material without our prior written consent, including any junk mail, chain letters, or spam; (iv) impersonating or attempting to impersonate the Company or another user; (v) engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of this Website, including its products or services, as determined in our sole discretion, which may harm the Company or other users of this Website, or expose them to liability; (vi) using any spider, robot, or other process, device, or means, whether automatic or

manual, to access this Website, including data mining, copying, or monitoring this Website; (vii) using any software or device that interferes with the proper working of this Website; (viii) obtaining or attempting to obtain any unauthorized access to this Website, its server(s), database(s), computer(s), or any information thereon; (ix) attacking this Website with any denial-of-service (DoS) attack or commit any other cybercrime by, through, with, or to this Website; or, (x) otherwise attempting to disrupt or interfere with the proper working of this Website, or any related server(s), database(s), or computer(s). If you do any of the foregoing, whether willfully or negligently, you will be liable for any and all damages incurred by the Company.

Access and Security

You are responsible for any and all information submitted to this Website. Please do not submit confidential or sensitive information. If the Website has a user login function, please do not share your username and password with any third-party. Any and all information submitted through any interactive feature on this Website is governed by our Privacy Policy. Upon submission of such information, you are consenting to all actions we take with respect to your information consistent with our Privacy Policy. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer or internet browser so that others are not able to view or record your password or other personal information.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with these Terms of Use. Any such posts submitted by you will be considered non-confidential and non-proprietary. By submitting any User Contributions on this Website, you grant us a right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. For each User Contribution, you represent and warrant that you own or control all rights of such contribution, have the right to grant the aforementioned license, and all User Contributions comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website. In our sole discretion, we have the right to: (i) remove or refuse to post any User Contribution; (ii) take any action with respect to any User Contribution that we deem necessary or appropriate; (iii) disclose your identity or other information about you to law enforcement or any third-party who claims you violated their rights (intellectual property, privacy, or any other claim); and (iv) take any legal action we deem necessary or appropriate. We do not monitor this Website at all times and do not assume any liability for any action or inaction regarding any User Contributions. By using this Website, you agree that you have the duty to report to us any content that is inappropriate or otherwise violates these Terms of Use and that we rely on such reports to properly maintain and operate this Website.

Hold Harmless, Indemnification, and Release

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

YOU WAIVE, HOLD HARMLESS, AND RELEASE THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION WE TAKE AS A RESULT OF THESE TERMS OF USE OR PURSUANT TO ANY REQUEST BY LAW ENFORCEMENT, LEGAL AUTHORITY, COURT ORDERS, OR SUBPOENAS. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR HARDWARE OR SOFTWARE, CORRUPT DATA, OR AFFECT OTHER PROPRIETARY MATERIAL DUE TO (i) YOUR USE OF THE WEBSITE, (ii) YOUR OBTAINING OF ANY SERVICES OR PRODUCTS, OR (iii) ANY DOWNLOADED MATERIALS OR LINKS ACCESSED THROUGH THE WEBSITE. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK.

Content Standards

You agree to abide by the following standards regarding any information, content, or User Contribution: (i) comply with all applicable local, state, federal, and international laws, rules, and regulations; (ii) not include any material that is defamatory, obscene, violent, hateful, indecent, abusive, offensive, or otherwise objectionable; (iii) not include, support, or promote sexually explicit or pornographic

material; (iv) not include, support, or promote human or sex trafficking; (v) not discriminate against anyone or entity on the basis of sex, race, religion, disability, nationality, sexual orientation, gender identity, or age; (vi) not infringe upon or misuse any patent, copyright, trademark, trade secret, or other intellectual property or other rights of any other person; (vii) not be deceitful, misleading, misrepresent, or false in any way; (viii) not impersonate or misrepresent your true identity or authority to anyone; (ix) not annoy, bully or cyberbully, stalk or cyberstalk, embarrass, harm (physically, mentally, economically, or emotionally), or be disrespectful to anyone; (x) not include, support, or promote unlawful activity; (xi) not advertise, solicit, or include commercial activity on this Website (except to the extent of such commercial activity only between you and the Website), including without limitation any sales promotions, bartering, contests, or sweepstakes; and (xii) not cause us, any other user, or any third-party to violate any of the foregoing.

Posted Information

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Links and Social Media

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or commercially take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Any and all links provided on this Website are provided for your convenience and for general informational purposes. We do not adopt, make any representations on behalf of any third parties, promote, or support any linked or related content. This includes advertisements and sponsored links or content. Since we have no control over these items, we are not liable nor responsible for the same. If you choose to access these links, advertisements, or social media content, you do so at your own risk.

Disclaimer of Warranties

We make no warranty, express or implied, or otherwise, in any way whatsoever, regarding anything on this Website, including the content, links, advertisements, or related webpages contained therein. In addition, we cannot guarantee any content, files, images, or anything else is free of viruses or damaging malware, as is true regarding anything on the internet. You are responsible for any and all firewalls, anti-virus or protection software, hardware or software protectionist technology, accuracy of all information, or any lost data. WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND RELATED TO THIS WEBSITE'S COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY, ERROR-FREE CONTENT, THE CURING OF ANY DEFECTS, OR WHETHER THIS WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

Governing Law and Jurisdiction

