

## Terms and Conditions of Use

### Description of Service

KarlsGate Inc. and its affiliates ("KarlsGate") operate a collection of electronic services and associated software that are collectively referred to as the "KIE Service". The collection is comprised of the "KarlsGate Website", which is this website and its associated web pages; the "Downloadable Software", which is an independent software application licensed for your personal use by KarlsGate in accord with these terms and conditions; and the associated set of communication and processing systems. Unless explicitly stated otherwise, any new features or services that augments or enhances the current KIE Service shall be subject to these terms and conditions.

THE KIE SERVICE IS OFFERED TO YOU CONDITIONED ON YOUR COMPLIANCE WITH AND ACCEPTANCE WITHOUT MODIFICATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN. YOUR USE OF ANY COMPONENT OF THE KIE SERVICE CONSTITUTES YOUR AGREEMENT TO ALL SUCH TERMS AND CONDITIONS AND SERVES AS A BINDING CONTRACT BETWEEN YOU AND KARLSGATE. IF YOU DO NOT WISH TO BE BOUND TO THESE TERMS AND CONDITIONS, THEN IMMEDIATELY DISCONTINUE USE OF THE KIE SERVICE, UNINSTALL THE DOWNLOADABLE SOFTWARE, AND DESTROY ANY COPIES OF THE ASSOCIATED SOFTWARE. THE KIE SERVICE IS NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF USE.

### General Use

You agree that you will not use the KIE Service, in part or in whole, for any purpose that is unlawful or otherwise prohibited by these terms and conditions. You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, use on any other website, transfer, or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the KIE Service. You agree not to engage in activities with the purpose of obtaining lists of users or other personal information about other users. You agree that you will not use the KIE Service in any manner that could damage, disable, overburden, or impair the normal operation of the KIE Service or the networks connection to the KIE Service. You may not interfere with any other party's use of the KIE Service or attempt to access information belonging to any other party. You may not attempt to gain unauthorized access to other accounts, computer systems or networks connected to the KIE Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any information through any means not intentionally made available through the KIE Service.

### Registration

In order to use the KIE Service, you are required to provide specific personal information during the registration process. You agree to provide current, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity. The information you provide is maintained in accordance with our Privacy Policy, which is also available on the Karlsgate Website. You are entirely responsible for maintaining the confidentiality of the password you choose to use in conjunction with the KIE Service. Karlsgate will not be liable for any loss that you may incur as a result of someone else using your password, either with or without your knowledge. You may not attempt to impersonate another user at any time. You may qualify for one, and only one, free trial period at the time of your first registration. You may not register alternate identities to take advantage of additional free trial periods.

#### Unacceptable Conduct

When using the KIE Service you agree to not:

- Create inauthentic trade proposals with the purpose of sending junk email or other unsolicited messages.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Post any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Share any content protected by any patent, trademark, trade secret, copyright or other proprietary rights of any party unless you have sole ownership over that material or have received all necessary consents to distribute that material.
- Post any content that contains, or links to, viruses, Trojan horses, worms, corrupted files, malicious scripts, or any other software or programs that may damage the operation of another's computer or property of another.
- Post any content that is harmful to minors.
- Restrict or inhibit any other user from using and enjoying KIE Service.
- Harvest or otherwise collect information about others, including e-mail addresses, available data sets, or quantities of information.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, the Digital Millennium Copyright Act of 1998, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, and any regulations having the force of law.

Karlsgate has no obligation to monitor the conduct of users of the KIE Service. Karlsgate reserves the right at all times to disclose any information as Karlsgate deems necessary to satisfy any applicable law, regulation, legal process or governmental request, in Karlsgate's sole discretion.

#### Storage of User Data

By using the KIE Service, data about the user's membership and trade activity, collectively referred to as "User Data," will be stored on our servers as part of the normal operating process of providing this service. User Data may be archived or deleted based on a timeline determined solely by Karlsgate. User Data may also be disclosed to comply with a legal obligation, such as the preservation of evidence; or comply with a request of a judicial or administrative authority, law enforcement, or a government agency.

#### Storage of Exchanged Identity Data

When exchanging identities using the KIE Service, your identities will be de-identified through algorithmic transformation and transmitted to the KIE Service. All de-identified data is securely held in a temporary storage escrow. Upon completion of a trade, all associated de-identified data is deleted from the storage escrow. Uploading de-identified data to the KIE Service does not constitute a transfer of ownership of any intellectual property.

#### Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE KIE SERVICE IS AT YOUR SOLE RISK. KARLSGATE AND ITS SUPPLIERS PROVIDE THE KIE SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT. (B) KARLSGATE MAKES NO WARRANTY THAT (i) THE KIE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE KIE SERVICE WILL BE UNINTERRUPTED, TIMELY, ACCURATE, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE KIE SERVICE WILL MEET YOUR EXPECTATIONS. (C) ANY MATERIAL TRANSMITTED OR OTHERWISE OBTAINED THROUGH THE USE OF THE KIE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE PROCESSING OF ANY SUCH MATERIAL.

#### Limitation of Liability

Karlsgate does not control, endorse or validate any data assets or other information posted on the Karlsgate Website and, therefore, Karlsgate specifically disclaims any liability resulting from your participation in the KIE Service.

IN NO EVENT SHALL KARLSGATE AND/OR OUR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF DATA OR LOSS OF PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF KARLSGATE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH (A) THE USE OR INABILITY TO USE THE KIE SERVICE, (B) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, (C) FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE OR OTHERWISE ARISING OUT OF THE USE OF THE KIE SERVICE, (D) THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL STATEMENTS OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY, OR (E) ANY OTHER MATTER RELATING TO THE KIE SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE KIE SERVICE, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE KIE SERVICE.

#### Copyrights

All content available on the Karlsgate Website or the Downloadable Software is copyright © Karlsgate Inc, 3 Kobert Avenue, Budd Lake, New Jersey 07828 U.S.A. All rights reserved. No reproduction, distribution, or transmission of the copyrighted materials from the KIE Service is permitted without the written permission of Karlsgate. Any rights not expressly granted herein are reserved.

#### Trademarks

Karlsgate and the Karlsgate logo are trademarks of Karlsgate Inc. Karlsgate Identity Exchange and the KIE logo are trademarks of Karlsgate Inc. Other product and company names mentioned herein may be the trademarks of their respective owners.

#### Termination

Karlsgate reserves the right, in its sole discretion, to terminate your access to the KIE Service or any portion thereof, at any time, without notice. Karlsgate may also terminate or suspend your access to KIE Service due to lack of use, failure to perform administrative procedures, submission of false or misleading information, breach of any

provisions of the terms and conditions of use under which the KIE Service is offered or failure to pay fees associated with your account within a period of time determined by Karlsgate. Upon termination of your access to the KIE Service, your right to use the KIE Service immediately ceases.

#### Notification of Changes

Karlsgate reserves the right to change the terms and conditions of use under which the KIE Service is offered at any time and without specific notice to you. The most current terms and conditions will be posted on the Karlsgate Website and should be reviewed by you prior to use. By your continued use of the KIE Service, you agree that Karlsgate shall not be liable to you or to any third party for any modification, suspension or discontinuance of the KIE Service. Modifications may or may not include charges associated with the use of the KIE Service.

#### Copyright Infringement Policy

The Karlsgate does not tolerate the infringement of legitimate copyrights. Users that violate the intellectual property rights of others will be restricted from using the KIE Service. In accordance with the Digital Millennium Copyright Act ("DMCA"), copyright owners, or persons authorized to act on behalf of owners, who believe that content available through the KIE Service may infringe any exclusive right(s) of the copyright owner should send a written notice to the address below. The written notice must include all of the following information:

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the sender account that was used to disseminate the material that you claim is infringing;
- your mailing address, telephone number, and email address, if available;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that all the information in your notice is accurate and that you are the copyright or intellectual property owner, or authorized to act on the copyright or intellectual property owner's behalf;
- an electronic or physical signature of the person authorized to act on behalf of the copyright or intellectual property owner.

Claims of copyright or other intellectual property infringement should be mailed to: Legal Department, Karlsgate Inc., 3 Kobert Avenue, Budd Lake, New Jersey 07828, United States of America.

#### Privacy Policy

The Use of the Service is also subject to Karlsgate's Privacy Policy, which available online and can be accessed by this link: [Privacy Policy](#).

#### End-User License Agreement

Permission is hereby granted to active users of the KIE Service to use the Downloadable Software.

You may not make or distribute copies of the Downloadable Software, or electronically transfer the Downloadable Software from one computer to another or over a network. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Downloadable Software to a human-perceivable form. You may not modify, rent, resell for profit, distribute or create derivative works based upon the Downloadable Software or any part thereof. You will not export or reexport, directly or indirectly, the Downloadable Software into any country prohibited by the United States Export Administration Act and the regulations thereunder. You may only operate the Downloadable Software in conjunction with the KIE Service and while establishing telecommunications with KIE Service.

The foregoing license gives you limited rights to use the Downloadable Software. You do not become the owner of, and Karlsgate retains title to, the Downloadable Software, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Karlsgate.

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RESTRICTED RIGHTS LEGEND The Downloadable Software is "Restricted Computer Software." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable." Manufacturer: Karlsgate Inc., 3 Kobert Ave., Budd Lake, NJ 07828.

#### General Information

This agreement shall be governed by the laws of the State of New Jersey, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Morris County, New Jersey, U.S.A. in all disputes arising out of or relating to the use of the KIE Service. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Karlsgate as a result of this agreement or use of the KIE Service. You agree to indemnify and hold Karlsgate, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct in the use of the KIE Service. If any provision of these terms and conditions is held to be invalid or unenforceable including, but not limited to, the warranty disclaimers and liability limitations set forth above, then such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer these terms and conditions or your rights in regard to using the KIE Service, and any attempt to the contrary is void. These terms and conditions set forth the entire understanding and agreement between you and Karlsgate with respect to the subject matter hereof. The section titles in the terms and conditions are for convenience only and have no legal or contractual effect. A printed version of this agreement shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The KIE Service is operated by: Karlsgate Inc. with its headquarters residing at 3 Kobert Avenue, Budd Lake, New Jersey 07828, United States of America.

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