

TERMS AND CONDITIONS OF SERVICE, ACCESS AND USE

The following Terms and Conditions of Service, Access and Use are a legal agreement ("**Terms**" or "**Agreement**") between you and ceTe, Inc, its affiliates, subsidiaries, employees, members, agents, and partners (collectively the "**Company**"). By accessing, browsing and/or otherwise using this web site ("**Site**"), you acknowledge that you have read, understood and agreed to be bound by these terms and conditions, and to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree to all of the terms and conditions contained herein, you may not access, browse and/or use this Site or our Services. Any new or different terms supplied by you are specifically rejected by the Company, unless the Company has agreed to them in a signed written document specifically including those new or different terms. The material provided on this Site is protected by law, including, but not limited to, United States copyright law and international treaties.

SITE AND CLOUD API

This Agreement applies to your access to and use of this Site and API. If you breach any of these terms and conditions, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials and discontinue use of any hyperlinks to this Site.

The Site and API includes a variety of features and services, which may include internet-based tools and services for viewing information on the Site. The Site also allows our users ("Users") to create individual profiles, which can include personal information. Important and private information should be protected by you. Please review our Privacy Policy which sets forth how we handle and use your information. Except as otherwise set forth in our Privacy Policy, we are not liable for protection of privacy of electronic mail or other information transferred through the internet or any other network provider that you may use.

COMPANY SERVICES

The Company provides users with its DynamicPDF software products (collectively "Company Technology"), its DynamicPDF API ("Cloud Services") and maintenance and support services ("Support Services"). Collectively the Cloud Services and Support Services shall be referred to herein as "Services". You understand and agree that the Services may include communications from the Company such as service-related announcements, administrative notices, and maintenance related messages and that these communications are considered part of your

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registration with the Site and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Company Technology or Services shall be subject to these Terms. You understand and agree that the Company assumes no responsibility for the timeliness, deletion, mistaken delivery or failure to store any user data, communications or personalization settings. You understand and agree that you are solely responsible for obtaining access to the Site and the Services, and that access may involve third-party fees and all equipment necessary to access the Site (such as Internet service provider or airtime charges and access to a computer, monitor, and any necessary peripherals). You are responsible for the associated costs to access the Site. You understand and agree that the technical processing and transmission of data, including your content, may require (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

THIRD PARTY PARTNERS/PROVIDERS

The Company uses third party service providers and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide the Services. The availability of the Services and access to the Company Technology is subject to the availability of these third party service providers.

PAYMENT/FEES

Subscription Fees. The Company provides Services and the Company Technology for a monthly, or annual, subscription fee ("Subscription Fee") in the amount provided to you by the Company in writing. All monthly billing cycles are for a thirty (30) day period beginning on the first day of the Term and all annual billing cycles are for a twelve (12) month period beginning on first day of the Term. Billing cycles may not coincide with the beginning and end of a calendar month. By requesting Services from the Company, you agree that you are authorizing recurring payments to the Company, until the effective date of the termination of your Services by you or the Company. You must cancel your Services before the next billing cycle to stop being charged to continue your Services. Subscription Fees are generally charged in advance of the applicable subscription period. Your subscription shall automatically renew on a monthly, or yearly, basis until you or the Company terminates the Services in accordance with this Agreement. All Subscription Fees are non-refundable for any reason.

All Subscription Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities ("Taxes"), and you shall be responsible for payment of all such Taxes. If the Company is required to collect or pay any Taxes, the Taxes will be invoiced to you and you will pay such Taxes to the Company, unless you provide the Company with a timely and payment of those Taxes.

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Overage Charges. The Subscription Fees shall include a maximum number of pages permitted to be created per month. If your use of the Services exceeds the maximum, you will be charged an overage fee ("Overage Fees"). All Overage Fees will be charged within thirty (30) days of the end of your monthly billing cycle.

PAYMENT/CREDIT CARD PROCESSING

Payments for all Subscription Fees or other fees shall be processed through our Site using the payment information which you submit on the Site. You authorize the Company and any payment processor to charge your card for all purchases you make, including regularly for your Services, which shall automatically renew on a monthly basis. The Company reserves the right to automatically charge your account for any amounts which may be due by you to the Company, including due to any failure to pay or other breach of this Agreement by you. Credit and debit card payments are immediately processed, and your credit or debit card is charged when your order is processed by the Company. The Company may, in its sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. The Company may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: if the Company suspects fraudulent, unlawful or improper activity regarding a payment. You are solely responsible for providing and maintaining accurate contact and payment information associated with your user account. All information that you provide in connection with the Services or a purchase from the Company or other transaction with the Site must be accurate, complete, and current. You agree to pay all applicable taxes or charges imposed by any government entity in connection with the Services or goods purchased from the Company.

TERM/CANCELLATION/TERMINATION

The term of all subscription Services hereunder may be monthly or annual, based upon the term you chose upon registering for the Services, and shall begin on the date the Company provides you access to the Services ("Term"). You may cancel the Services by providing the Company with thirty (30) days written notice ("Notice Period"). All notices shall be sent to info@cete.com. All cancellations will become effective on the first of the month following the expiration of the Notice Period. The Company may cancel the Services and your access to the Site at any time.

MEMBER ACCOUNTS, PASSWORDS AND SECURITY

User Name/Password. You may be required to register to use certain features of the Site and the Services. Upon your successful registration with the Site you will create a unique password that will permit you to access certain areas of the Site and Services. You will be accessed and used solely by you, with your unique username and password.

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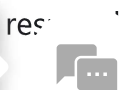
responsible for maintaining the confidentiality of your user account, profile and passwords. You agree not to provide your password or otherwise permit access to the Site or Services by any third party. You hereby agree to protect and keep your password confidential, to change your password regularly, and to maintain appropriate and regularly updated malware scanning and cleaning tools on your network and individual computer(s) utilized to access the Site. You may not share your password or other account access information with any other person or entity, temporarily or permanently, and you shall be responsible for all uses of your usernames and passwords, whether or not authorized by you. You will be held responsible for any purchases made within your account, unless you provide proof that you have filed a criminal complaint.

Limited License. The Company grants you a limited non-exclusive license to use the Site and the Company Technology, Services and user content for your internal use only. You may not sell, transfer or assign any of your rights hereunder to any third party without the express written authorization of the Company. You agree that you are solely responsible for the content of any data, information, or document that you post to the Site or that you give to the Company any consequences arising from the use of such data, information of document. The Company reserves the right to suspend or terminate your access and use of the Services and Site and user content at any time if the Company determines that you are in breach of these Terms.

Registration Representations. The Company is concerned about the safety and privacy of all its users, especially children. For this reason, user accounts are exclusively limited to people over the age of 13. You represent, warrant and agree that you are at least 13 years of age or older. In consideration of your use of the Site and the Services, you represent that you are not a person that has any criminal intent or that is barred from receiving information or Services from the Site under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site's user registration forms (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reason to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to freeze or terminate your account and refuse any and all current or future use of the Site or Services (or any portion thereof).

You acknowledge, consent and agree that the Company may access, retain and disclose your account information and user content if required to do so by law or in a good faith belief that such retention or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms; (iii) respond to claims that any user content violates the

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to your requests for customer service; or (v) protect the rights, property or personal safety of the Company, its users and/or the public.

YOU WAIVE, AND HOLD HARMLESS THE COMPANY FROM, ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATION AND FROM ANY ACTION TAKEN AS A CONSEQUENCE OF ANY INVESTIGATION BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

INDEMNITY

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold the Company, its licensors, licensees, distributors, agents, representatives and other authorized users, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any attorney fees, expert witness fees or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties, including but not limited to those in connection with any claim arising out of any breach by you of this Agreement or claims arising from your use of the Site, your account(s), user content that you submit, post, transmit, modify or otherwise make available through the Site, the Services and/or your use of any other services or products provided hereunder. You shall cooperate with us in the defense of any claim.

USE RESTRICTIONS

Copyright. All Services and Site materials, including, without limitation, text, pictures, graphics and other files and the selection and arrangement thereof are copyrighted materials of Company, ALL RIGHTS RESERVED, or by the original creator of the material. Permission is granted to display, copy, distribute, and download the materials on this Site for personal, noncommercial use only, provided that you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. You may not, however, distribute, copy, reproduce, display, republish, download, or transmit any material on this Site for commercial use without prior written approval of Company. You may not "mirror" any material contained on this Site on any other server without prior written permission from Company. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

Trademarks. The trademarks, service marks, trade names, and logos (the "Trademarks") used and displayed on this Site may be registered and unregistered Trademarks of the Company or of a third party who has granted the Company permission to use the Trademarks on this Site.

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Hyperlinks. You are granted a limited, nonexclusive right to create a “hypertext” link to this Site provided that such link is to the entry page of this Site and does not portray Company or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever. You may not use framing techniques to enclose any Company trademark, logo or trade name or other proprietary information including the images found at the Site, the content of any text or the layout/design of any page or any form contained on a page without Company’s express written consent. Any links to third party sites on this Site are provided solely as convenience to you. If you use these links, you will leave this Site. Company has not reviewed all of these third party sites and does not control and is not responsible for any of these sites, their content or their policies, including, without limitation, privacy policies or lack thereof. Company does not endorse or make any representations about third party sites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to this site, you do so entirely at your own risk. You acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on any such third party sites.

Limited Access. Except as otherwise expressly permitted by Company, any access or attempt to access other areas of the Company computer system or other information contained on the system for any purposes is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine” or copy the web pages on the Site or the content contained therein without Company’ prior, express, and written permission. You will not spam or send unsolicited e-mail to any other user of the Site for any reason. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on Company’s i

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Additional Use Restrictions. You shall not post, transmit, e-mail, re-transmit or store material on or through the Site or any of the Services provided by Company which, in the sole judgment of the Company: (i) is in violation of any local, state, federal or non-United States law or regulation, (ii) is threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by you. You shall be responsible for determining what laws or regulations are applicable to its use of the Services. In addition, you may only use the Site in a manner that, in the Company's sole judgment, is consistent with the purposes of such Services. If you are unsure of whether any contemplated use or action is permitted, please contact the Company.

By way of example, and not limitation, the following uses described below of the Site and Services are expressly prohibited:

- a. upload, post, e-mail or otherwise transmit any information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (collectively, "Content") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. Pornography and pornographic related merchandising are prohibited under all Services, including providing links to pornographic content elsewhere;
- b. harm minors in any way, including for the purpose of exploiting, or attempting to exploit minors by exposing them to inappropriate content, asking for personally identifiable information or otherwise harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Company official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- e. upload, post, e-mail or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment, nondisclosure agreements;

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f. upload, post, e-mail or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

g. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Site that are designated for such purpose;

h. upload, post, e-mail or otherwise transmit 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;

i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

j. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

k. intentionally or unintentionally violate any applicable local, state, national or international law, including, without limitation, any laws regarding the export of data or software to and from the US or other countries);

l. "stalk" or otherwise harass another;

m. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals; and

n. effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you are not expressly authorized to access.

If the Company becomes aware of a known, or suspected, criminal offense committed or suspected of having been committed by you on or through our Site, the Company expressly reserves the right to disclose information about you, including your identity and other Personal Information, as defined in the Privacy Policy, to law enforcement authorities, and to immediately suspend or terminate your to access and use the Site.

DISCLAIMER WARRANTY

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Except as expressly set forth herein, this Site, Company Technology, including all software, functions, materials, information and the Services are provided "AS IS" without warranties of any kind, either express or implied. Company is not qualified to, nor does the Company provide any business or financial advice and by using the Site, Company Technology or Services you agree you are not relying on any such advice. Company disclaims all warranties, express or implied, including, but not limited to, warranties of quiet enjoyment and non-infringement and implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, merchantability of computer programs, data accuracy, system integration, and informational content. Company does not warrant or make any representations regarding the operation of this Site, Company Technology or Services or the security of any data posted to the Site, the use, validity, accuracy or reliability of, or the results of the use of the materials on this Site, including any business or financial information, or any other sites linked to this Site. The materials of this Site may be out of date, and Company makes no commitment to update the materials at this Site. Company shall not be liable for and does not and cannot guarantee or warrant that the files available for downloading from this Site, if any, will be free from infection, viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties. Company does not warrant that this Site, Services, Company Technology, software, materials, or products will be uninterrupted, timely, secure or error-free or that any defects in this Site, Services, Company Technology, software, materials, products, or services will be corrected. You are responsible for implementing sufficient procedures and checkpoints for anti-virus protection, to ensure the accuracy of data input and output, and for maintaining a means external to the Site to recover any lost data. Company makes no representations, warranties or guarantees that the Site, Services or Company Technology, will meet your requirements or achieve any particular results. Your use of this Site, Services and Company Technology shall be solely at your own risk.

LIMITATION OF LIABILITY

In no event will Company or its suppliers be liable for any damages, including, without limitation direct, indirect, special, incidental, or consequential damages, death, dismemberment, injury, damages resulting from lost profits, lost data or business interruption arising out of or relating to the use, inability to use, or resulting from the use of the Service or the materials, software or other information contained in any c

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warranty, contract, statute, regulation, tort (including but not limited to, negligence) or any other legal theory and whether or not advised of the possibility of such damages. If your use of the Services, Company Technology materials or information from this Site results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST COMPANY WITH RESPECT TO THIS AGREEMENT, THE SITE OR THE COMPANY'S SERVICES, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND SERVICES.

In no event shall the Company's aggregate liability to you or any third party, for all causes of action and theories of liability whatsoever, exceed \$1,000 USD.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services, Company Technology or Site must be filed within one (1) year after such claim or cause of action arose or it shall be forever barred.

REVISIONS TO THIS AGREEMENT

Company may revise these Terms at any time in its sole discretion without notice by updating this link. All changes are effective thirty (30) days after updating this link, unless a sooner effective date is set forth in the updated Terms. All revisions shall apply to the Services, access and use of the Site thereafter. By using this Site and requesting Services you agree to be bound by any such revisions and should therefore periodically visit this Site and link to these Terms to determine the then current terms and conditions of use to which you are bound.

DIGITAL MILLENNIUM COPYRIGHT ACT

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the written information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

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- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on the Site can be reached as follows: info@cete.com. Please include "Notice of DMCA Claim" in the subject line of your claim. If you fail to comply with all of the requirements of notice, your DMCA notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under the DMCA.

TERMINATION

You may terminate your user account, any associated email address, and access to the Services and Site at any time by submitting such termination request to the Company. Such termination shall not relieve you for payment of any fees, including Subscription Fees due through the end of your current Term. You agree that the Company may, without prior notice, immediately terminate, limit your access to, or freeze your account, any associated email address, and access to the Site or Services, at its sole discretion upon your breach of the terms of this Agreement or any other agreement you may have with the Company related to the Services or Company Technology. The Company may also terminate the Site at any time or may offer to migrate your account and any of your content to a new site. You must explicitly opt in to any migration of your account in advance of any announced migration date.

APPLICABLE LAWS & MISCELLANEOUS

If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part to any third party. This Agreement may not be assigned in any manner by you without the express, prior written consent of the Company. This Agreement shall be governed by and construed in accordance with the laws of the State of

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Maryland notwithstanding any conflict of laws provisions. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the federal courts of Maryland and the state courts located in Howard County, Maryland (the "Maryland Courts") for any litigation or dispute arising out of or relating to this Agreement, Company Technology, or the Services, (ii) agree not to commence any litigation arising out of or relating to this Agreement, Company Technology, or the Services except in the Maryland Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the Maryland Courts represent the exclusive jurisdiction for all disputes relating to this Agreement or the Services. You agree that the Uniform Computer Information Transactions Act, Annotated Code of Maryland, Commercial Law § 22-101 et seq. ("UCITA"), shall not apply to this Agreement to the extent allowable by law. The Parties agree that the Company shall be entitled to the use of self-help, including electronic self-help as those terms are defined in UCITA.

Notwithstanding, if you are located, or your use of the Site is, or the infringing act occurs, outside of the United States of America, the Company may elect to proceed by arbitration in its sole absolute discretion. Upon such election by the Company, arbitration shall be conducted in Columbia, Maryland by the rules of the American Arbitration Association (the "AAA") or the International Centre for Dispute Resolution ("ICDR"), at Company's sole discretion, by a single arbitrator knowledgeable in the Company's industry, and in accordance with the rules thereof then pertaining. This section shall not, in the event arbitration is chosen, prevent Company from instituting litigation, in order to obtain standing, and seeking injunctive relief from any United States state or federal court under any law or ordinance or from any other tribunal which may have jurisdiction over the parties.

If you have any questions or comments, you may reach a Company representative at info@cete.com.

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