

## WEBSITE TERMS AND CONDITIONS

Effective Date: January 1, 2023

Last Updated: January 1, 2023

The following Website Terms and Conditions ("**Terms**") govern and control your use of and access to the websites that link to these Terms and each other website at each other domain which is operated by MODE Global, LLC or one or more of its direct or indirect subsidiaries or affiliates (collectively "**MODE**," "**we**," "**us**," or "**our**"), together with all sub-domains, any successor website(s) thereto, and all Content (as defined below) (each a "**Site**" and collectively, the "**Sites**").

- 1. Acceptance of Terms. Please read these Terms carefully before using or accessing any pages in our Sites. By using or accessing a Site you signify your acknowledgment and assent to the Terms, which together with our Privacy Statement located at [Privacy Statement](#), governing MODE's relationship with you in relation to the Site. If you do not agree to these Terms, please do not use the Site.** By using a Site, you confirm that you are at least the age of majority in your state of residence (children are not permitted to use the Sites), that you understand and agree to be bound by the terms set forth herein (***including, without limitation, your indemnity obligation contained in section 3, below, and the Warranty Disclaimers, Limitation of Liability, and Class Action Waiver contained in section 5, below***) and any additional terms, conditions, rules or guidelines that we post on the Site, and that you are legally able to enter into this agreement.
- 2. Special Admonition for International Use.** You understand that the Sites are controlled and/or operated from the United States and are not intended to subject us to non-U.S. jurisdiction or laws. A Site may not be appropriate or available for use in some jurisdictions outside of the United States. If you use a Site, you do so at your own risk, and you are responsible for complying with all local laws, rules and regulations, including, without limitation, applicable laws regarding the transmission of data exported from the United States or the country in which you reside. We may limit a Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time without notice, and in our sole discretion.
- 3. General terms of use.**
  - a. Our Ownership.** As between you and us, all right, title and interest in any Site, including but not limited to all copyrights, trademarks, trade secrets or other confidential and proprietary information, and other intellectual property rights (collectively "**IP Rights**") and all data, text, information, depictions, and other content of any kind or nature (collectively "**Content**") belongs to us or our licensors. In addition, the names, images, pictures, logos, icons and other marks identifying our products and services are proprietary marks of ours or our licensors. Except as expressly provided below, nothing contained herein should be construed as conferring any license or right, by implication, estoppel or otherwise, under any IP Rights.

- b. Your account.** You will be assigned a unique username. If you elect to register to use any part of our Sites, you will need to set up an account and to create a password. Create a strong password and don't share it with anyone – Your account is personal to you and you are responsible for all activities that occur under it. Your right to use the Sites is not transferable. Your username, password, or right given to you to obtain or access the Sites is not transferable. Let us know immediately if you suspect unauthorized use of your account.
- c. Limited License to Use the Sites.** You are hereby granted a nonexclusive, nontransferable, limited license to view and use information from the Sites and to interact with us through a Site, (i) solely for the purpose of conducting business with us, (ii) on the terms herein or as stated on the Site, and (iii) conditioned on your abiding by these Terms.
- d. Prohibited Uses.** Your use of and access to a Site is conditioned upon your abiding by these Terms, including but not limited to the following restrictions: (i) You will not use the Site in violation of any applicable laws, rules or regulation, including but not limited to the infringement or attempted infringement of IP Rights; the unauthorized transmission of unsolicited commercial electronic mail; the transmission of defamatory materials; or fraud; (ii) You will not violate, attempt to violate, or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of any Site; (iii) Except as expressly provided herein, no part of a Site, including but not limited to data, materials retrieved, underlying code or other Content, may be reproduced, republished, copied, transmitted, "scraped," or distributed in any form or by any means; and (iv) You acknowledge and agree that that you will not: (a) copy, reproduce, disclose or publicly display the Sites (or portion thereof), (b) directly or indirectly license, distribute, resell, rent, lease, subcontract, operate as a service bureau or otherwise make available to any third party, the Sites (or portion thereof), (c) decompile, disassemble, reverse engineer or create derivative works of the Sites (or portion thereof), (d) develop or market a competitive product or service using data "scraped" from or similar ideas, features, functions or graphics as the Sites (or portion thereof), (e) disclose any passwords or other security or authentication device with respect to the Sites (or portion thereof) to any natural person or entity, (f) use the Sites (or portion thereof) in a manner that constitutes a violation of any applicable law, rule or regulation, (g) use the Sites (or portion thereof) to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (h) use the Sites (or portion thereof) to store or transmit malicious code, (i) interfere with or disrupt the integrity or performance of the Sites (or portion thereof) or third-party data contained therein, and/or (j) attempt to gain unauthorized access to the Sites (or portion thereof) or to their related systems or networks. A violation of any of the foregoing use restrictions may lead to suspension or termination of your use of the Services, legal action against you, and/or other remedial action in our sole discretion.

- e. **Indemnity.** You shall indemnify, release and hold us, and our licensors and suppliers, and each of their and our respective officers, directors, members, employees and agents, and any respective successors and assigns (collectively, the “**Covered Parties**”) harmless from and against any loss, liability (including settlements, judgments, fines and penalties) and costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of your access to any Site, violation of these Terms, or infringement of any intellectual property or other right of any person or entity. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.
4. **Privacy.** In addition to our other policies and disclosures made available on the Sites, we provide a Privacy Statement (“**Statement**”), a link to which appears in Section 1, *Acceptance of Terms*, above, in order to describe, among other things, our information practices with respect to our Sites’ visitors. Your use of any of our Sites constitutes your acceptance of our information practices as described in the Statement.
5. **Warranty Disclaimers, Limitation of Liability, and Class Action Waiver.**
- a. **Warranty Disclaimers.** YOU AGREE THAT YOUR USE OF ANY SITE IS AT YOUR OWN SOLE RISK AND THAT THE SITES ARE PROVIDED ON AN “**AS IS,**” “**WHERE IS,**” “**AS AVAILABLE,**” “**WITH ALL FAULTS**” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COVERED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SITES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, OR REGARDING SECURITY, QUIET ENJOYMENT, RELIABILITY, TIMELINESS AND PERFORMANCE. WITHOUT LIMITING THE FOREGOING, THE COVERED PARTIES DISCLAIM ALL WARRANTIES, RESPONSIBILITY AND LIABILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (i) ANY ERRORS IN OR OMISSIONS FROM THE SITE, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES, INACCURACIES IN THE CONTENT, AND TYPOGRAPHICAL ERRORS, (ii) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS POSTED ON THE SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREIN, (iii) THE UNAVAILABILITY OF A SITE OR ANY PORTION THEREOF, (iv) YOUR ACCESS TO OR USE OF A SITE, (v) VIRUSES OR OTHER DAMAGING FACTORS, OR (vi) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH A SITE.
  - b. **Limitation of Liability.** YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH A SITE IS TO STOP USING THE SITE. TO THE MAXIMUM EXTENT

PERMITTED BY LAW, THE COVERED PARTIES ARE AND WILL NOT BE LIABLE FOR ANY DAMAGES OR MONETARY AWARD, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, OR ARISING FROM LOST PROFITS, SAVINGS, OR DATA), IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH ANY SITE, INCLUDING BUT NOT LIMITED TO THE CONTENT, REGARDLESS OF ANY NEGLIGENCE OR FAULT OF ANY OF THE COVERED PARTIES, AND WHETHER OR NOT APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF ANY OF THE COVERED PARTIES RELATED TO YOUR USE OF OR ACCESS TO A SITE BE GREATER THAN TEN DOLLARS (US\$10.00). YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE COVERED PARTIES AND YOU. YOU UNDERSTAND THAT THE SITES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

c. **Class Action Waiver.** YOU UNDERSTAND AND AGREE THAT YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COVERED PARTIES ON YOUR OWN BEHALF, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

6. **Changes to these Terms or to the Sites.** We may change or modify these Terms from time to time in our sole discretion without notice other than posting the revised version on the Site. The amended Terms will automatically be effective when posted on any Site. Your continued use of a Site after any changes in these Terms shall constitute your consent to such changes.

We reserve the right to change, modify or discontinue, temporarily or permanently, our Sites (or any portion thereof), including any and all Content contained on the Sites, at any time without notice to you. You agree that the Covered Parties shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites (or any portion thereof).

7. **Termination.** We may, at any time and for any reason in our sole discretion, terminate or suspend your use of and access to any or all Sites. Upon any such termination or suspension, your right to use the Site(s) will immediately cease. If we terminate or suspend your use of the Site(s), you hereby waive any claims against us or the Covered Parties with respect to such termination or suspension.

8. **Governing Law, Jurisdiction.** To the extent not governed by the Interstate Commerce Commission Termination Act or other applicable federal statutes, the laws of the State of Florida shall govern the validity, construction and performance of these terms. Lawsuits shall be filed and litigated exclusively in the state or federal courts located in Duval County, Florida, and the Parties hereby consent to jurisdiction in these courts and agree that venue is proper exclusively in these courts.

**9. Entire Agreement; Assignment; Severability; No Waiver.** These Terms incorporate by reference any notices, policies, and disclosures contained on any Site constitute the entire agreement regarding your use of and access to a Site, but shall not be construed to reflect or create any partnership, joint venture, employer-employee, agency, franchisor-franchisee, or other relationship between you and us. You may not assign any of your rights or delegate your obligations under these Terms, without our prior written consent. We may assign these Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. If any provision of these Terms or our Privacy Statement is determined to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severable from the remaining provisions, and there will be automatically deemed substituted in its place a provision as near as possible to the severed provision while still being lawful, valid, and enforceable; and it and the remaining provisions shall continue in force accordingly. Our forbearance, delay, or failure to enforce any provision on any occasion is not and should not be construed as a waiver of such provision.