

TERMS AND CONDITIONS

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Your use of the Site creates a binding legal agreement between you and RiskTechers, and the Terms govern your use of and access to the Site. By using the Site, you agree to these Terms. If you do not agree to these Terms, do not use or access the Site.

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(a) Illegal Use. You are strictly prohibited from using, promoting, or facilitating the Site for any illegal, harmful, fraudulent, infringing, or offensive use, or transmitting, storing, displaying, distributing, or otherwise making available content that is illegal, harmful, fraudulent, infringing, or offensive. You will not make any network connection to any users, hosts, or networks, unless you have express written permission to communicate with them.

(b) Transfer. Unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, exploitation (commercial or otherwise), or any other form of transfer of any portion of the Site, including but not limited to all content, services, or products, is hereby expressly prohibited.

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(d) Unsolicited Spam and Messaging. You will not use the Site or any of its communication and messaging features to send or generate unsolicited commercial email or bulk messages (spam). You will not use the Site to promote products or services, other than as approved by RiskTechers. RiskTechers may revoke any of your privileges or Site functionality aspects if you breach these Terms.

(e) Content. You will not post, submit, or upload any content to the Site that RiskTechers, in its sole discretion, deems to:

(i) be defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; or

(ii) promote any sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

2. Intellectual Property Rights and Site Content. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, and artwork (collectively, "**Site Content**"), including but not limited to the design, structure, selection, coordination, expression, "look and feel", and arrangement of such Site Content, contained on the Site is owned, controlled, or licensed by or to RiskTechers and is protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights and unfair competition laws. Unless otherwise expressly permitted, no part of the Site and no Site Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way, including mirroring, to any other computer, server, website, or other medium.

3. Changes to the Site. RiskTechers reserves the right, without notice to you, to change, modify, suspend, discontinue, or permanently terminate (i) your access to, or portions of, the Site; or (ii) operation of the Site. RiskTechers may modify these Terms at any time. It is your responsibility to monitor the Terms for changes. Your continued use of the Site following any changes to the Terms will constitute your acceptance of the modified Terms.

4. Accounts; Security. Access to or use of certain portions and features of the Site may require you to create an account ("**Account**"). You state that all information provided by you is current, accurate, complete, and not misleading. You further state that you will maintain and update all information provided by you to ensure accuracy on a prompt, timely basis. You are entirely responsible for maintaining the confidentiality and security of your account, including your password. Accounts are not transferrable. You agree to promptly notify RiskTechers if you become aware or suspect any unauthorized use of your account, including any unauthorized access or attempted access.

5. User Content. RiskTechers and you state that you own all right, title, and interest in all of your content and material posted or submitted to the Site. You further state that such posting or submission of such content or materials does not violate or constitute infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or any other intellectual property right, or otherwise constitute a breach of any agreement with any other person or entity. By posting or submitting content or materials to the Site, including any feedback, suggestions, or ideas, you are granting RiskTechers a non-exclusive, royalty-free, perpetual, transferable, sublicensable, and worldwide license to use such content or materials, including, without limitation, the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, publish, reformat, and to otherwise incorporate such content and materials into a collective work. You further waive any and all moral rights in and to such content in favor of RiskTechers.

6. Privacy. In addition to these Terms, your use of and access to the Site are governed by RiskTechers' Privacy Policy, which can be found at www.risktechers.com.

7. Indemnity. You agree that you will indemnify RiskTechers and its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates from and against all the liabilities, claims, damages, and expenses (including reasonable attorney fees and reasonable court costs) made against RiskTechers by any third party arising out of (i) your use of the Site; (ii) your breach or alleged breach of these Terms; (iii) or your breach or alleged violation of any patent, copyright, trademark, proprietary, or other rights of any third party. RiskTechers reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and, in such case, you agree to cooperate with RiskTechers' defense of such claim(s).

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(b) Data. You explicitly agree that RiskTechers does not have any responsibility to verify the accuracy of any content or materials submitted by any third party to the Site, including other users. You are solely responsible for retaining back-up copies of all data, information, and other content you provide to RiskTechers and submit to the Site.

(c) Special Damages. IN NO EVENT SHALL RISKTECHERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, OR INTERRUPTION OF BUSINESS) ARISING OUT OF THESE TERMS OR YOUR USE OF THE SITE.

9. Violations of these Terms. RiskTechers may disclose any information, including your identity, if RiskTechers determines, in its sole discretion, that such disclosure is necessary, or such disclosure is required by applicable law. You agree that any violation by you of these Terms may cause irreparable harm to RiskTechers, for which monetary damages would be inadequate, and you agree that RiskTechers, in its sole discretion, may obtain any injunctive or equitable relief that RiskTechers deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies RiskTechers may have at law or in equity. If RiskTechers does take any legal action against you as a result of your violation of these Terms, RiskTechers will be entitled to recover from you, and you agree to pay, all reasonable attorney fees and costs of such action, in addition to any other relief granted to RiskTechers. You agree that RiskTechers will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms.

10. Governing Law. These Terms and your use of the Site, including all disputes arising hereunder, will be governed by the laws of the United States and by the laws of the State of Texas, without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts of Travis County, Texas, and waive any objection to such jurisdiction or venue.

11. Age. As a condition of using the Site, you state that you are at least sixteen (16) years of age ("*Minimum Age*"). If any law requires you to be older for RiskTechers to provide access to the Site, then the Minimum Age is such older age.

12. Outside Hyperlinks. The Site may contain hyperlinks to other websites operated by parties other than RiskTechers, which are beyond RiskTechers' control. RiskTechers does not

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13. Miscellaneous. You will not assign any of your rights or obligations under these Terms without the prior written consent of RiskTechers. If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms constitute the entire agreement between you and RiskTechers with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and RiskTechers with respect to such use are hereby superseded and canceled. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available.

Effective Date: July 2024