



WEBSITE TERMS OF USE

THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE "TERMS") SHALL APPLY TO ALL USES OF THIS WEBSITE ("WEBSITE") BY YOU ("USER"). USER'S USE OF THIS WEBSITE SHALL CONSTITUTE USER'S EXPRESS ASSENT TO THESE TERMS.

- 1. Scope of Use.** 32 Technologies LLC ("32T") grants User permission to access the text, pictures, images, graphics, audio, video and other content on this Website for User's lawful personal or business use. All content is provided AS IS, and 32T makes no representation to User regarding the availability, accuracy, reliability or completeness of such content, or its suitability for your particular purposes. Certain pages on this Website may be encrypted for additional security. 32T does not guarantee the security of those pages or of any information transmitted via those pages. User assumes the risk of any unauthorized interception of information transmitted by you through this Website. User may not use this Website to transmit or post any threatening, offensive, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any other material that would infringe or violate the rights of any third party, or that otherwise would give rise to any civil or criminal liability under the applicable law of any jurisdiction. User may not upload on this Website any material that contains any viruses, worms, Trojan horses, trap doors, time bombs or any other malicious code designed to disrupt, disable, harm, interfere with or otherwise adversely affect any computer software or equipment. User agrees to defend, hold harmless, and indemnify 32T, its officers and employees from and against any and all damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of User's violation of these Terms.
- 2. User Name and Password.** 32T may provide User, or User may be able to select, a user name and password in order to enter certain parts of this Website. User is responsible for maintaining the confidentiality of any such user name and password. User should notify 32T immediately of any unauthorized use of such user name and password of which User becomes aware, and promptly follow 32T's instructions for changing User's user name and/or password. 32T reserves the right to block User's use of any user name or password, at any time and in its own discretion.
- 3. Information Submission.** Unless there is a prior written agreement between User and 32T restricting the use of any information provided by User to 32T, any information that User provides to 32T through this Website will not be deemed confidential, and 32T shall have an unrestricted, royalty-free right to use and disclose such information for 32T's business purposes.
- 4. Links to this Website.** User may not create or use on User's own website any links to this Website without the prior written authorization of 32T.
- 5. Links to Other Websites.** This Website may contain links to other websites not operated by 32T. Those links (if any) are provided for User's convenience, and 32T makes no representation, warranty or guarantee with respect to the content or privacy practices of such websites.
- 6. Trademarks and Copyrights.** This Website displays several trademarks or service marks that are owned by 32T, including the 32T logo. 32T does not grant User permission to use any of those marks as a result of their display on this Website. This Website may also display trademarks or service marks that are owned by third parties. Those marks are used by 32T with permission, and User may not use them without permission from their respective owners. The copyrights in all content on this Website are owned by 32T or its licensors, as applicable. User may display such content on any single computer, or print a single copy of any pages containing such content, for User's use in accordance with these Terms. No other copying, display, publication or distribution of any such content is permitted without the prior written authorization of 32T.
- 7. Governing Law and Jurisdiction.** These Terms will be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to principles of conflict of laws. The parties specifically exclude the application of the United Nations Convention on the International Sale of Goods. User agrees to submit to jurisdiction and stipulates to proper venue in the Supreme Court of the State of New York, County of New York or the United States



District Court for the Southern District of New York, for the adjudication or disposition of any claim, action or dispute arising under or in connection with these Terms that is not amicably settled by the parties.

8. **Entire Terms.** These Terms set forth the entire understanding and agreement of the parties with respect to the use of this Website, and supersede all prior oral or written agreements, negotiations, discussions, commitments and understandings between the parties as to such subject matter. These Terms may not be waived, amended or modified, in whole or in part, except by a subsequent written agreement signed by an officer of each party. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.
9. **Severability.** If any part of these Terms shall be held invalid or unenforceable, such determination shall not affect the validity or enforceability of any remaining portion, which shall remain in force and effect as if these Terms had been executed with the invalid or unenforceable portion thereof eliminated.
10. **Changes to Website or Terms.** 32T reserves the right to change the content of this Website, in whole or in part, at any time and without prior notice. From time to time, 32T may also change or supplement these Terms. Any new Terms will be effective as of the time and date they are posted to this Website. Please note you will need to agree to any such revised Terms when prompted in order to continue using this Website.

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