

## **Terms of Use**

Welcome to the Karios website.

Use of the Site constitutes your unconditional agreement to be bound by the terms and conditions set forth in these Terms of Use. You also understand and acknowledge that your personal data will be collected, used, and otherwise processed by Nexxera, Inc. dba Karios (herein "Karios"). If you do not agree to these Terms, then please do not use the Site.

## **Web Content and Materials**

The information on this Website is for information purposes only. It is believed to be reliable, but Karios does not warrant its completeness, timeliness or accuracy. The information and materials contained in this Website and the terms and conditions of access to and use of such information and materials are subject to change without notice. Products and services described may differ among geographic locations. Not all products and services are offered at all locations.

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## **Acceptance of Terms**

You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you may have with

Karios, (ii) you are independently responsible for establishing and maintaining its own policies and procedures for ensuring appropriate security measures, and you agree to establish and ensure compliance with access control policies and procedures, including password security measures, (iii) you will maintain industry standard security and protective data privacy measures.

### **Potential Disruption of Service**

Access to the Website may from time to time be unavailable, delayed, limited or slowed due to, among other things: Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment; Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content.

Overload of system capacities; damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters Interruption (whether partial or total) of power supplies or other utility of service strike or other stoppage (whether partial or total) of labor; Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Karios.

### **Links to Third-Party Web Sites**

This Site may provide links to other third-party World Wide Web sites or resources. Karios makes no representations whatsoever about any other website which you may access through this Site. These sites are owned and operated independently of Karios, and have their own separate privacy and data collection practices. Because Karios has no control over such sites and resources, you acknowledge and agree that Karios is not responsible for the availability of such external sites or resources and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such sites or resources.

Any information you provide to these websites will be governed under the terms of their privacy and security policies. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. References on this Site to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an

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### **Limitation of Liability**

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### **Other Agreements**

These Terms of Use shall be subject to any other agreements you have entered into with Karios. In the event of a conflict between these Terms of Use and another agreement you have entered into with Karios, the other agreement shall apply.

### **Governing Law and Venue**

Virginia law will govern all disputes arising out of or relating to these terms, your access to and use of the Site, and your use of any related services, regardless of conflict of laws rules. You agree that any proceedings not subject to the Arbitration provision below will be brought in, and you hereby consent to, the exclusive jurisdiction and venue in the courts of Fairfax County, Virginia.

### **Restrictions on Use of Content**

The unauthorized copying, displaying or other use of any Content from this site is a violation of the law. You acknowledge having been advised by Karios that the Content is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other proprietary rights laws (collectively, "Rights"). In addition to Karios' Rights in individual elements of the Content, Karios or its licensors own a copyright in the selection, coordination and arrangement of the Content.

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### **Copyright Infringement Notification Procedure**

To file a copyright infringement notification with Karios, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the United States Digital Millennium Copyright Act (DMCA) for more information on these requirements):

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity which you are requesting be removed or access to which be disabled, and information reasonably sufficient to permit Karios to locate the material. Please provide a URL to the material that is claimed to be infringing as that will allow Karios to locate the content.

iv. Information reasonably sufficient to permit Karios to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints  
Attn: Legal Department  
Karios Solutions, Inc.  
22365 Broderick Dr, Ste 230  
Sterling, Virginia 20166, USA

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

## **Trademarks and Service Marks**

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## **Submission of Information**

Although Karios provides certain encryption in an effort to protect the electronic transmission of information that you submit to Karios through the Site, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we have taken appropriate steps to protect your personal information, Karios cannot ensure or otherwise warrant the security of any information you provide to us or from our website, and therefore, you understand and agree to assume the security risk for any information you provide using the Site.

Do not send any Financial Information, confidential or proprietary information to Karios through the Site. Except for personally identifiable information relative to you, any information you do send to Karios through the Site will be deemed NOT to be confidential ("Non-Confidential Information"). For any Non-Confidential Information you do send, post or submit you hereby grant Karios an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the Non-Confidential Information, and agree that Karios is free to use any ideas, concepts, know-how or techniques that you send Karios for any purpose whatsoever without compensation to you or any other person sending the Non-Confidential Information, and you represent and warrant that you own or otherwise control all of the rights to the Non-Confidential Information and that public posting and use of your content by Karios will not infringe or violate the rights of any third party. Your personally identifiable information you submit to us shall be treated in accordance with our Privacy Statement.

You are prohibited from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

### **Site Not for Children**

This site is intended for use by persons over the age of 13. Karios does not seek to collect information about children under the age of 13. No information should be submitted to or posted on this website by users under 13 years of age. Karios encourages parents to take an active role in their children's use of the Internet and to inform them of the potential dangers of providing information about themselves over the Internet.

### **Participation in Promotions and Other Site Activities**

If you choose to participate in a promotion or other Karios-sponsored activity ("Web Site Activity"), you agree to comply with any rules or regulations governing such Web Site Activity. Additionally, as a condition of your continued participation in the Web Site

Activity, you agree not to: 1) upload, post, email, transmit or otherwise make available any 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; 2) harm minors in any way; 3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; 4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Web Site Activity; 5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); 6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; 7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; 8) upload, post, email, transmit or otherwise make available 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; 9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; 10) "stalk" or otherwise harass another person or entity; or 11) collect or store personal data about other users. You agree that violation of any of the foregoing will result in your immediate disqualification from participating in the Web Site Activity, and may result in additional legal actions being taken by Karios.

## **Notices**

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## **Disclaimer of Warranty**

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You agree that Karios, in its sole discretion, may terminate or restrict your use or access to this Site (or any part thereof) for any reason, including, without limitation, that Karios believes you have violated or acted inconsistently with the letter or spirit of these Terms of Service, or the terms, conditions, or rules of a sweepstakes, contest, or other promotion contained within the Site.

### **General Information**

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