

## **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.

## **Intended Audience / Use**

Karios provides this website to you, subject to these Terms of Use. The Terms of Use may be updated by Karios from time to time without notice to you. This web site and other Karios web sites that are linked to this site or affiliated with this site (collectively "the Site") and all the information, communications, software, scripting, photos, text, video, graphics, applications, music, sounds, images and other materials and services found on the Site (collectively "Content"), is intended for the lawful use of Karios customers, employees and members of the general public who are over the age of 13, and intended for global use.

The Site is controlled and operated in whole or in part by Karios from its offices within the United States. Karios makes no representation that these materials are appropriate or available for use in other locations. Those who access the Site from other locations do so at their own risk and are responsible for compliance with applicable local laws. You acknowledge that Karios reserves the right in its sole discretion to refuse or terminate access to the Site by you at any time.

## **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

endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Karios makes no representation or warranty as to any third party Content, products or services, and you agree that Karios 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 use of or reliance on any such third-party Content, products or services available on or through any such site or resource.

### **Limitation of Liability**

KARIOS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THIS SITE, ITS CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF Karios HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, KARIOS TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF YOUR USE OF THIS SITE, ITS CONTENT OR LINKS, SHALL NOT EXCEED THE AMOUNT YOU PAID TO ACCESS THIS SITE.

### **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.

You are hereby granted permission to access the Content from the Site in whole or in part, solely for your personal, non-commercial use of viewing and browsing through the Site or ordering products or services from the Site. This permission terminates automatically if you breach any of the web site Terms of Use. If pursuant to an authorization from Karios, you download software from the Site, the software, including all code, files, images, contained in or generated by the software, and accompanying data, are deemed to be licensed to you by Karios.

You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Software to a perceivable form. Karios does not grant you any permission to use the Content other than the permission expressly stated in these Terms of Use. All other use of Content from the Site, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, or downloading and using software repeatedly for uses other than those expressly permitted may not be made without Karios prior express written consent.

### **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**

There are a number of proprietary logos, service marks, trademarks, slogans and product designations found on this Site. By making them available on this Site, Karios is not granting you a license to use them in any fashion. Access to this Site does not confer upon you any Karios license or any third party's intellectual property rights.

All other trademarks are the property of their respective owners. © 2024 Karios Solutions, Inc. All rights reserved.

No Karios trademark or service mark may be used as a hyperlink without Karios prior written permission.

## **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**

Notices to you may be made via either email or regular mail. Karios may also provide notices of changes to the Terms of Use or other matters by displaying notices or links to notices to you generally on the Site.

## **Disclaimer of Warranty**

Karios DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE CONTENT OF THE SITE OR ANY OTHER WEB SITES LINKED TO OR FROM THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY

DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, OR USE OF THIS SITE. THE CONTENT OF THE SITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, Karios DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Karios SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY.

## **Revisions**

Karios may modify, suspend, withdraw or discontinue, temporarily or permanently, the Content, in whole or in part, at any time without notice. You agree that Karios shall not be liable to you or to any third party for any modification, suspension, withdrawal or discontinuance of the Content. Karios may at any time revise these website Terms of Use by updating this posting. By using the Site, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then-current website Terms of Use to which you are bound.

## **Termination**

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**

The Terms of Use constitute the entire agreement between you and Karios and govern your use of the Site, superseding any prior agreements between you and Karios relating to your use of this site. You may also be subject to additional terms and conditions that may apply when you purchase products or services, participate in a sweepstakes, contest or other promotion, participate in a Karios-sponsored Developer Program or service, or use or download software. If any provision of these web site Terms of Use is held to be invalid by any law, rule, order or regulation of any government or by the final



determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms of Use. The failure of Karios to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.

By accessing the Site you agree that the statutes and laws of the United States and the Commonwealth of Virginia, USA without regard to conflicts of laws principles, will apply to all matters relating to use of the site, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Virginia, USA. 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 Site, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.