

Terms and Conditions of Website

Introduction

Welcome to the Veritas Horizon, L.L.C. d/b/a Veritas Horizon and Streamlode (“Company,” “we,” “us,” and/or “our”) Website (as defined herein). Please read the following information carefully before accessing and/or using this Website or any of the Company products or services. These are the terms, covenants, conditions, and provisions (the “Terms and Conditions”) governing your access to and use of: any of the current or future websites, webpages, platforms, and applications (whether online, digital, or mobile), including the Company services offered or provided therein, that are created, developed, and/or operated by Company or any of its owners, affiliates, subsidiaries, parent, assigns, successors, licensors, licensees, representatives, or agents (collectively, hereinafter referred to as the “Website”). If you do not accept these Terms and Conditions or you do not meet or comply with the provisions, you may not use the Website, including any Company services, offer your services on the Website, or sign up for any services offered by third-party service providers (the “Vendors”) on the Website. If you choose to continue to use or access this Website, including any Company services, you recognize that the Company has provided valuable consideration by offering this Website for use, and in exchange for that valuable consideration, you agree to these Terms and Conditions. Note, however, these Terms and Conditions do not apply to your access or use of, or any data or information that may be collected by any third parties, including any third-party advertiser, server hosts, or vendors, so please refer to their respective terms and conditions, privacy policies, terms of use, and data practices for more information.

Acceptance and Conduct

By accessing or using the Website, you accept these Terms and Conditions, any other Company policy, and any applicable third-party terms and conditions, privacy policies, terms of use, and/or data practices, and agree to be legally bound by them, and all applicable laws, rules, and regulations associated with your access or use of the Website. If you do not agree to be bound by these Terms and Conditions, the Privacy Policy, or any other published policy of the Company or applicable third parties, you are not authorized to access or use the Website or solicit or use any of Company’s products/services. We reserve the right, in our sole discretion, to modify or update these Terms and Conditions at any time. Please check the Terms and Conditions each time you visit the Website for the most current version and information. Third parties may also modify or update their respective terms and conditions, privacy policies, terms of use, and/or data practices from time to time, so please periodically refer to their policies as well for the most current version.

These Terms and Conditions apply to the Website, the content contained therein, and all Company services whether you access such content directly on or through this Website, you download such content from this Website, or you use any other product or service offered by Company. You are authorized by Company to access and use the information on the Website, solely for personal, non-commercial use or approved business purposes, provided that you are at least 18 years of age or you’re represented by a parent or legal guardian having the full legal capacity over you, with the understanding that all terms set forth in these Terms and Conditions or any other policy of the

Company shall be binding upon you and your parent or legal guardian. The information, materials, products, services, classes, events and appointments displayed on the Website may not otherwise be copied, transmitted, displayed, distributed, downloaded, licensed, modified, published, posted, reproduced, used, sold, transmitted, used to create a derivative work, or otherwise used for commercial or public purposes without Company's express prior written consent, which may be withheld or conditioned in Company's sole and absolute discretion. Any use of data mining, robots or similar data gathering or extraction tools or processes in connection with the Website, and any reproduction or circumvention of the navigational structure or presentation of the Website or its content is strictly prohibited. You agree not to use the Website for any unlawful purpose.

In order to access certain features of the Website, Vendors may be required to create an account with the Company and provide certain Personal Information (as defined in the Privacy Policy of the Company). You are responsible for maintaining the confidentiality of the username(s) and password(s) provided to you and/or any account information and are fully responsible for all activities that occur under such username, password, or account, including all business conducted or information submitted or obtained under such username, password, and/or account. You agree to immediately notify the Company in writing of any unauthorized use of the password or account or any other breach of security. You must log out from your account at the end of each session. The Company reserves the right to block your account or your use of any username or password if it suspects that you have violated these Terms and Conditions or any other policy of the Company.

If you supply a telephone number in connection with use of the Website, you consent to receive calls or texts at that number, whether manually or automatically dialed or sent, from Company and/or from participating vendors. If you supply an email address in connection with the use of the Website, you consent to receive electronic communication from Company, participating vendors or other third-party vendors. You may opt out of these communications by writing to the Company at Support@streamLode.com.

You agree not to modify the Website, or use modified versions of the Website, including to the Company services (except if modified by Company) including for the purpose of obtaining unauthorized access to the Website. You agree not to access the Website by any means other than through the interface that is provided by the Company for use in accessing the Website.

Privacy

Please review the Company's Privacy Policy, which can be found [here](#), to understand our practices. Information regarding Company's processing of Personal Information is set forth in its Privacy Policy and is incorporated into these Terms and Conditions. By using our website and/or any Company products and services, you agree that we may use and share your Personal Information, as defined and set forth in the Privacy Policy.

Specifically, you acknowledge that the Company may collect certain Personal information, share certain Personal Information with third parties, and may contact you periodically, all in accordance with the terms of the Privacy Policy. The Company also reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from

government entities, even to the extent that such compliance may require disclosure of certain Personal Information.

Ownership of Materials; Intellectual Property Rights

The Website, including the content contained therein and Company products and services, Company names, product/services names, scripts, images, graphics, text, articles, graphics, blogs, information about Company products or services, photos, sounds, videos, website design, interactive features and the like (“Content”) and the copyrights, trademarks, service marks, and logos contained therein (“Marks”) are the sole property of the Company or its licensors, and are protected by United States and international copyright, trademark and other laws (Content and Marks are collectively referred to as “Company IP”). Except for the limited licenses expressly granted to you in these Terms and Conditions, if any, the Company retains all proprietary rights to Company IP. Without limiting the foregoing, you may not reproduce, copy, modify, display, sell, or distribute Company IP, or use it in any other way for public or commercial purposes. This includes any code that Company creates to generate or display the Content or the pages making up the Website. The use of Company IP on any other website or in a networked computer environment for any purpose is strictly prohibited.

You must retain all copyright, trademark, service mark and other proprietary notices contained on Company IP or other Company materials on any authorized copy you make of Company IP. All other trademarks, service marks, and/or confidential and proprietary information contained on the Website are the property of their respective owners. Company IP and other information contained on the Website is provided to you AS IS for your information and personal or approved business use only. Company reserves all rights not expressly granted in and to the Website and Company IP. You agree to not engage in the use, copying, or distribution of any of Company IP or any Company products/services other than expressly permitted herein. If you download or print a copy of Company IP for your use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Company IP or enforce limitations on use of the Website or the content therein. If you believe any trademarks, service marks, or logos used on the Website to be the property of someone else, please notify the Company in writing at Support@streamLode.com.

Licenses

The Company hereby grants you a limited, terminable, non-assignable, non-exclusive, revocable right to access and use Company IP as contemplated herein. All such uses are for your personal or approved business use only and shall not be used for any commercial purpose without the Company’s and/or Vendor’s prior consent, as applicable. You expressly agree and acknowledge that no Company IP or User Content (as defined herein) may be copied, transmitted, displayed, distributed, downloaded, licensed, modified, published, posted, reproduced, used, sold, transmitted, used to create a derivative work, or otherwise used for commercial or public purposes without Company’s or Vendor’s, express prior written consent, as applicable, which may be withheld or conditioned in Company’s, or Vendor’s, as applicable, sole and absolute discretion. The Company reserves the right to suspend or terminate your access and use of the Website,

including any Company services at any time if the Company, in its sole discretion, determines that you are in breach of these Terms and Conditions.

You agree to give Company a non-exclusive, royalty-free, worldwide license (and right to sub-license), of any rights, including intellectual property rights, in any Personal Information (as defined in Company's Privacy Policy) that you provide to Company subject to the limitations set forth herein, within the Privacy Policy, and other published policy of Company. Any information, including Personal Information, provided to Company, including through the Website, or to a third-party through the Website, will be collected and used by Company in its sole and absolute discretion to provide services to you, to help improve the content and functionality of the Website, to better tailor the Website to your needs, to respond to any inquiry or requests submitted by you, and to suggest products or services that may be relevant to you during your use of the Website, including any Company or third-party products/services. Company may also use such information to customize the Website, including any Company products/services to provide a better user experience and to enhance or maintain the Website, content, including any Company products/services.

User Content

The Website may contain features that allow Vendors and certain other users to submit certain content and information that are publicly available to other users ("Common Spaces"). Any content that you submit, contribute, post, upload, or send on or through the Common Spaces of the Website ("User Content") shall be deemed not to be confidential and may be used by Company in any manner consistent with these Terms and Conditions and Company's Privacy Policy. Note that User Content only includes content that is submitted by you on or for the Common Spaces. It does not include any content that is shared with the Company through other means. Company reserves the right to use any User Content as it deems appropriate including, without limitation, by changing, deidentifying, redacting, modifying, editing, rejecting, or refusing to use, upload, publish or post it.

You acknowledge and agree that you are solely responsible for all User Content you make available through the Website. By submitting, providing, contributing, posting, uploading, or sending User Content on or through the Website, you represent and warrant that: (i) the User Content is original to you; (ii) no other party has any exclusive rights thereto; (iii) you either own the User Content or have the rights necessary to grant Company and other users rights in the User Content, as provided for below; (iv) the submitting, contributing, providing, posting, uploading, or sending of the User Content through the Website, or Company's exercise of the rights granted to it in the User Content, will not violate the rights of any third parties (for example, patents, copyrights, trademarks, trade secrets, or other intellectual property rights, or rights of publicity or privacy) or any applicable statutes, laws, rules, regulations, guidelines, or ordinances; and (v) no payments of any kind shall be due to any third party. The Company is not responsible for maintaining any User Content that you provide on the Website, and the Company may delete or destroy any such User Content at any time and for any reason and without notice to you.

In addition, the Company may monitor the exchange of information, data, video, and communications between Vendors and its customers that takes place on or through the Website.

Customers of Vendor's services hereby acknowledge that the information, views, and opinions posted on Vendor's profile are those of the respective Vendors and do not reflect the views or the position of the Company.

Third Party Materials

Through the Website you may come across, access, review, display, use, or purchase third-party products, services, resources, software, technology, materials, information, Content, or your or other Website user's User Content ("Third-Party Materials"). You acknowledge and agree that you are solely responsible for and assume all risks arising from your access to, use of, or reliance on any Third-Party Materials, and Company disclaims any liability that you may incur arising from your access to, use of, or reliance on Third-Party Materials or other users' User Content. You also acknowledge and agree that Company: (i) has no responsibility for the availability or accuracy of Third-Party Materials, including third-party products or services, or other users' User Content; (ii) has no liability to you or any third party for any harm, injuries, or losses suffered as a result of your purchase of, access to, use of, or reliance on such Third-Party Materials or other users' User Content; and (iii) does not make any promises to remove Third-Party Materials or other users' User Content from the Website or from being accessed through the Website. Nothing in these Terms of Use authorizes you to, and you may not, reproduce, transmit, distribute, publicly display, publicly perform, communicate to the public, make available, create derivative works of, or otherwise use or exploit any Third-Party Materials or other users' User Content except as expressly permitted by the Website, these Terms and Conditions or any other published policy of Company.

Company neither endorses nor guarantees in any way the Vendors, suppliers, organizations, sponsors, authors, advertisers, partners, data, information, materials, views, recommendations, plans, or products or services offered, published, posted, uploaded, expressed, and/or promoted on the Website.

The Website may include hypertext links or links to other websites or webpages, or to information and/or articles created and maintained by other organizations or users/individuals. These links are provided solely for Company users' information and convenience. When users select a link to an external platform, website or webpage, they leave the Company Website and are subject to the privacy, security policies, and terms and conditions of the owners/sponsors of the external link. The Company is not responsible for any Personal Information provided or collected by third parties on other sites.

Representations

In addition to all other representations contained herein, you expressly represent, warrant, and agree that you will not use (or plan, encourage, or help others to use) the Website, including any Company products/services for any purpose in any manner that is prohibited by these Terms and Conditions, the Privacy Policy, any other published policy of Company, or by applicable law. In addition to all other representations contained herein, you further represent that you own and control the ownership rights to, or you otherwise have the lawful right or permission to use, the User Content that you provide to the Company or otherwise distribute on or through this Website.

Website Content

The Company created the Website to provide general information about the products and services offered through the Website. The Website is for informational purposes only.

Company makes no representation that any or all of the Content, User's Content, Third-Party Materials, information, materials, events, classes, lessons, experiences, data, or other products or services on the Website are accurate, appropriate, or available for sale or use. The information provided on the Website is provided as a convenience to you. The Content or User Content contained on this Website does not obligate Company to provide any specific material, product, service, or class to you. The Company will use reasonable efforts to include accurate and up-to-date information. However, the Company does not warrant and cannot guarantee the accuracy, availability, completeness or authenticity of the information contained on the Website, or its suitability for any purpose.

The Website may include technical inaccuracies or typographical errors. Company and/or its Vendor's will from time to time revise the information, products, and services described on the Website and reserves the right to make such changes to the Terms and Conditions, the Privacy Policy, and/or any other published policy of Company from time to time without notice to you. Any changes to the Terms and Conditions will be effective immediately upon the posting of the revised Terms and Conditions on the Website. Your continued use of the Website, including any Company products/services after any such posting of the revised Terms and Conditions shall constitute your acceptance of any changes, additions, or deletions to the Terms and Conditions.

General Terms of Service

In order for Vendors to upload and/or publish a profile and/or other information on the Website (the "Subscription"), Vendors must timely and fully pay a subscription fee (the "Subscription Fee") to the Company, as determined by the Company in its sole and absolute discretion. The Subscription Fee shall be paid on a monthly basis on or before the first day of each month. In the event the Subscription Fee is not timely and fully paid, Company reserves the right to charge a late fee, in its sole and absolute discretion, and/or delete such non-compliant Vendor's profile and other information from the Website, without any notice to the Vendor. In addition, the Company may conduct background checks of Vendors and, based on the results of such background checks, the Company reserves the right to terminate the Subscription and delete a Vendor's profile and other information from the Website at any time, in its sole and absolute discretion. Any violation of these Terms and Conditions and/or any other policy of the Company shall result in the termination of the Subscription and removal of a Vendor's profile and information from the Website at any time, in the Company's sole and absolute discretion and without notice of any kind to such Vendor.

Vendors hereby acknowledge and agree that the services requested from the Company have been specially curated for the Vendor's specific needs and, therefore, the Subscription Fee may not be returned, refunded, and/or credited. The Subscription shall automatically renew on a monthly basis unless otherwise terminated by either the Vendor or Company by providing the other with ten (10) days' prior written notice.

Vendors further acknowledge and agree that the Company may terminate the Subscription and delete and remove Vendor profiles and information at any time in its sole and absolute discretion and without notice of any kind to such Vendor. In the event of the termination of the Subscription, removal of a Vendor's profile or information from the Website, and/or scheduled or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of any portion or all of the Website, Company or Vendor product, or service for any reason, including as a result of power outages, system failures, or other interruptions, then the Company shall not be obligated to refund or credit the Subscription Fee or Service Fee (as defined below).

Customers of the Vendors' services shall pay a service fee (the "Service Fee") for such Vendors' services as determined by the Vendor. The Service Fee must be paid through the Website. The Company is not obligated or responsible for any returns, refunds, or credits of the Service Fee. If a customer of a Vendor's services is dissatisfied with the Vendor's services, the customer must reach out to and/or file a complaint directly with the Vendor, and not the Company. Vendors shall receive the Service Fee or a portion of the Service Fee to their Stripe accounts through the Website.

Company may issue a discount on the Subscription Fee or Service Fee at any time, in its sole and absolute discretion. Such discount is not guaranteed and may be revoked by the Company at any time.

By requesting products and/or services from the Company, you are (i) offering to purchase a product and/or service from Company, (ii) representing that you are at least 18 years old or represented by a parent or legal guardian having the full legal capacity over you, with the understanding that all terms set forth in these Terms and Conditions or any other policy of the Company shall be binding upon you and your parent or legal guardian, (iii) representing that all information you provide to us in connection with such request for products and/or services is true and accurate, (iv) representing that you (or your parent or legal guardian) are an authorized user of the payment method provided, (v) representing that you accept and agree to these Terms and Conditions, the Privacy Policy, and any other published policy of Company, and (vi) representing that you are using all such Company and/or third-party services at your own risk. When you request any product and/or service through the Website, the Company must receive payment prior to you receiving the product and/or service, and you may not receive the product or service until we verify certain items, including without limitation your Personal Information, your payment information, and your creditworthiness.

We reserve the right to: (i) refuse any request for products and/or services you place with or through us or refuse to provide you with any product or service on the Website; (ii) correct any errors, inaccuracies, or omissions with regard to the products or services offered; (iii) change or update information in connection with any products or services offered; (iv) contact you by phone or email to confirm your request for products and/or services; and/or (v) modify or cancel your request for products and/or services, whether or not your request already has been confirmed, each at any time without notice to you (including after you have submitted your request for products and/or services) and without being liable to you. We reserve the right to limit, reject, modify, or cancel requests for products and/or services that, in our sole judgment, appear to be placed by unauthorized parties.

All prices, products, and services advertised, including availability of products and services and the price of the Subscription Fee and Service Fee, are subject to change. Although the Website is composed with care, it may happen that the information regarding products or services, Vendors, Vendors products, Vendors services, classes, offers, events, dates, pricing, or availability on the Website contains errors. We are not bound by our or our Vendor's description of such information on the Website and we therefore reserve the right to modify or cancel your request for products and/or services in the event of pricing, availability, or other errors on the Website. We reserve the right to discontinue any product, service, class, or event at any time. Any offer for any product or service made on this site is void where prohibited. Any images on the Website are for illustrative purposes only and are not a guarantee that any products or services obtained will have the exact details or specification as shown in the illustrations. The product and/or service you receive may vary from that shown on images on the Website.

We reserve the right, but are not obligated, to limit products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services and to offer services at different prices. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the products or services will be corrected.

Company shall not be liable to you or to any other person for any delays in performance or any nonperformance of Company's obligations caused by circumstances beyond Company's control; for example, as a result of any of the following events: Vendor's delay or failure to perform or provide products and/or services; any inaccuracies in Vendor profile or Vendor's products or services; service downtime, technical problems, shortages of labor, materials, space, products, or services; delays or failure in obtaining necessary permits, licenses, approvals, transportation, materials, or products; defects or prolonged breakdown of telecommunication or other communications; statute, regulation, order or any other action of any governmental authority; pandemic, widespread infectious disease or public health or other emergency; acts of God or natural disaster; war and acts of war (whether declared or not), or any other events which arise from circumstances beyond the control of Company. Such circumstances shall result in the Company's relief from damages and other measures.

DISCLAIMER OF WARRANTIES

THE USE OF THE WEBSITE, COMPANY PRODUCTS, COMPANY SERVICES, VENDOR PRODUCTS AND/OR VENDOR SERVICES, AND YOUR ATTENDANCE AT ANY APPOINTMENTS, CLASSES, OR OTHER EVENTS THROUGH THE WEBSITE ("REGISTERED EVENT") IS ENTIRELY AT YOUR OWN RISK AND ANY MATERIALS DOWNLOADED, INFORMATION PROVIDED OR OBTAINED THROUGH THE WEBSITE (INCLUDING CONTENT, USER CONTENT AND THIRD-PARTY MATERIALS), AND THE PRODUCTS OR SERVICES PROVIDED BY OR RECEIVED FROM OR THROUGH COMPANY (AND/OR ITS WEBSITE OR VENDORS) ARE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR AND WAIVE ANY AND ALL CLAIMS WITH RESPECT TO ANY DAMAGE TO YOUR PERSON, BUSINESS, COMPUTER SYSTEM, EQUIPMENT, INTERNET ACCESS, OR LOSS OF DATA THAT

RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIALS, INFORMATION, PRODUCTS, OR SERVICES. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION AS TO THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO THE COMPANY OR THROUGH THE WEBSITE, OR AS TO THE WEBSITE, COMPANY PRODUCTS, COMPANY SERVICES, VENDOR PRODUCTS, VENDOR SERVICES, REGISTERED EVENTS, MATERIALS, CONTENT, USER CONTENT, THIRD-PARTY MATERIALS, AND INFORMATION'S COMPLIANCE TO ANY RULES, REGULATIONS, OR ANY OTHER APPLICABLE LAW. THE MATERIALS, COMPANY PRODUCTS, COMPANY SERVICES, VENDOR PRODUCTS, VENDOR SERVICES, USER CONTENT, THIRD-PARTY MATERIALS, CONTENT, AND INFORMATION ON THE WEBSITE ARE PRESENTED WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND ARE PROVIDED ON AN 'AS IS' AS-AVAILABLE BASIS WITHOUT ANY WARRANTY OF ANY KIND. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF THE INFORMATION, CONTENT, USER CONTENT, THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES PROVIDED, INCLUDING THEIR COMPLIANCE TO ALL APPLICABLE LAWS.

THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO (I) THE WEBSITE, (II) THE INFORMATION CONTAINED THEREIN, INCLUDING THE CONTENT USER CONTENT, AND THIRD-PARTY MATERIALS (III) ANY PRODUCTS OR SERVICES OFFERED ON THE COMPANY'S WEBSITE OR BY ITS VENDORS OR ANY OTHER THIRD-PARTY, AND (IV) YOUR ATTENDANCE AT ANY REGISTERED EVENT. SUCH WARRANTIES DISCLAIMED BY COMPANY INCLUDE, BUT ARE NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUALITY, EFFECTIVENESS, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY DISCLAIMS ANY AND ALL WARRANTIES FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME, UNINTERRUPTED ACCESS, AND ANY WARRANTIES CONCERNING THE AVAILABILITY, CONNECTIVITY, DISPLAYABILITY, ACCURACY, PRECISION, CORRECTNESS, THOROUGHNESS, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION. FURTHER, COMPANY DOES NOT WARRANT THAT YOUR USE OF THE WEBSITE, INCLUDING PERSONAL INFORMATION, USER CONTENT, THIRD-PARTY MATERIALS, COMPANY OR VENDOR PRODUCTS/SERVICES, OR OTHER INFORMATION PROVIDED BY YOU, WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR-FREE, OR THAT THE WEBSITE, COMPANY OR VENDOR PROFILE, PRODUCTS, SERVICES, OR REGISTERED EVENTS WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS ON THE WEBSITE INCLUDING IN THE COMPANY OR VENDOR PROFILE, PRODUCTS, OR SERVICES WILL BE CORRECTED. NO PRODUCTS (INCLUDING THIRD-PARTY PRODUCTS), SERVICES (INCLUDING SERVICES FROM THIRD PARTIES SUCH AS THE COMPANY'S VENDORS), OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY, ITS VENDORS OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY, ITS VENDORS, OR THROUGH OR LINKED TO OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY EXPRESS OR IMPLIED.

COMPANY FURTHER SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCTS, SERVICES, REGISTERED EVENTS, OR CONTENT, INCLUDING THIRD-PARTY MATERIALS, VENDOR'S PRODUCTS OR SERVICES, CONTENT OR USER CONTENT, THAT YOU MAY PURCHASE, RECEIVE, ACCESS, OR USE. THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ANY PRODUCTS, SERVICES, REGISTERED EVENTS, CONTENT, USER CONTENT, THIRD-PARTY MATERIALS, VENDOR'S PROFILE, PRODUCTS OR SERVICES, ARE ACCURATE, FACTUAL, USEFUL, OR BENEFICIAL. SUCH PRODUCTS OR SERVICES MUST BE USED FOR ITS INTENDED PURPOSES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE, IN CERTAIN CIRCUMSTANCES THE LIMITATION OF LIABILITY AND DISCLAIMERS MAY NOT APPLY TO YOU.

COMPANY DOES NOT WARRANT THAT THE WEBSITE, ANY COMPANY SERVICE, VENDOR PROFILE, OR ANY VENDOR PRODUCTS OR SERVICE WILL OPERATE ERROR-FREE OR ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEBSITE, THE COMPANY OR VENDOR PRODUCT OR SERVICE RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS.

THE COMPANY MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE CONTENT OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, BROKEN LINKS, INACCURACIES OR TYPOGRAPHICAL ERRORS.

LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF (OR ATTENDANCE AT, AS APPLICABLE) THE WEBSITE, COMPANY PRODUCTS, COMPANY SERVICES, VENDOR PRODUCTS, VENDOR SERVICES, REGISTERED EVENTS, THE INTERNET GENERALLY, AND THE INFORMATION, MATERIALS, CONTENT, USER CONTENT, THIRD-PARTY MATERIALS AND OTHER MATERIALS YOU ACCESS AND FOR YOUR CONDUCT ON AND OFF THE WEBSITE. SPECIFICALLY, YOU AGREE TO RELEASE COMPANY AND ITS MEMBERS, OWNERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, INSURERS, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, AND/OR AGENTS (THE "COMPANY PARTIES") AS FOLLOWS:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PROPERTY DAMAGE, BODILY HARM, INJURY, OR DEATH, GOODWILL OR DAMAGES RESULTING FROM LOSS OF DATA, OR BUSINESS INTERRUPTION RESULTING FROM

OR ARISING UNDER OR IN CONNECTION WITH COMPANY PRODUCTS, COMPANY SERVICES, VENDOR PRODUCTS, VENDOR SERVICES, REGISTERED EVENTS, CONTENT, USER CONTENT OR THIRD-PARTY MATERIALS OFFERED OR PROVIDED BY COMPANY OR ANY THIRD-PARTY THROUGH THE WEBSITE, OR THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY WILL NOT BE RESPONSIBLE FOR ANY DETRIMENTAL RELIANCE THAT YOU MAY PLACE UPON THE WEBSITE OR ITS CONTENTS, OR COMPANY PRODUCTS, COMPANY SERVICES, VENDOR PRODUCTS, VENDOR SERVICES, CONTENT, USER CONTENT OR THIRD-PARTY MATERIALS OFFERED ON THE WEBSITE OR PROVIDED BY COMPANY AND/OR ANY THIRD-PARTY THROUGH THE WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY COMPANY PRODUCT, COMPANY SERVICE, VENDOR PRODUCTS, VENDOR SERVICES, THE WEBSITE, CONTENT, USER CONTENT OR THIRD-PARTY MATERIALS IS TO STOP USING THE WEBSITE, COMPANY PRODUCT, COMPANY SERVICE, VENDOR PRODUCTS, VENDOR SERVICES, CONTENT, USER CONTENT OR THIRD-PARTY MATERIALS. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES GREATER THAN THE AMOUNT OF MONEY, IF ANY, THAT YOU PAID TO THE COMPANY FOR A PARTICULAR PRODUCT OR SERVICE.

DUE TO THE NATURE OF THIS AGREEMENT, IN ADDITION TO MONEY DAMAGES, YOU AGREE THAT COMPANY WILL BE ENTITLED TO EQUITABLE RELIEF UPON A BREACH OF THIS AGREEMENT BY YOU.

California Residents

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 or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Confidentiality

You agree to not use, disclose, divulge, reveal, recreate, reproduce, publish, or transfer to any person any and all Confidential Information of Company, which term shall include any information not in the public domain, in any form, possessed by, used by, under the control of, emanating from, or otherwise relating to Company. The Company may disclose any information, data, video, communications, profiles, and other documents or information to appropriate authorities or parties if required to by law or court order.

SMS Service

You may now or in the future register to receive communications via short message service ("SMS Service"). Participation in the SMS Service is not necessary to use the Website. By registering to

participate in the SMS Service, you certify that you are: (i) over the age of eighteen (18) or your parent or legal guardian having the full legal capacity is hereby providing consent to you registering to participate in the SMS Service, with the understanding that all terms set forth in these Terms and Conditions or any other policy of the Company shall be binding upon you and your parent or legal guardian, (ii) authorized to enroll the designated mobile phone number in the SMS Service, and (iii) authorized to incur any mobile message or data charges that may be incurred by participating in the SMS Service.

You may subscribe to the SMS Service by entering and submitting your mobile phone number and full name in the provided submission form available on our Website. By entering this information and completing the submission form, you consent to the Company and other third parties contacting you on your mobile phone for marketing purposes.

By subscribing to the SMS Service, you expressly consent and agree to accept and receive communications via text message to your mobile device and to the cellular/mobile telephone number(s) that you provided to Company. The information in any message may be subject to certain time lags and/or delays.

You can text STOP to stop receiving text messages from us and HELP to receive help. You consent that following such a request to unsubscribe, you may receive one final message confirming that you have unsubscribed.

By participating in the SMS Service, you approve any such charges from your mobile carrier. Check your carrier's plan for details. You acknowledge and agree that you are solely responsible and liable for obtaining, maintaining, and paying all charges related to your mobile device(s).

The Company is not responsible for incomplete, lost, late, or misdirected messages, including (but not limited to) undelivered messages resulting from any form of filtering by your mobile carrier or service provider or otherwise.

You acknowledge and agree that the SMS Service may be provided in some cases through automatic telephone dialing technology, an artificial voice or a pre-recorded voice. By providing the Company with your phone number, you expressly consent to receive the SMS Service through automatic dialing technology, artificial and pre-recorded voice. You agree to receive notifications from Company, its representatives, employees, and agents, through any means authorized under these Terms and Conditions, the Privacy Policy, and any other published policy of Company, including phone calls and text messages that use automatic telephone dialing technology, artificial voice or pre-recorded voice or live person.

The Company reserves the right, in its sole discretion, to cancel or suspend any or all of the SMS Service, in whole or in part, for any reason, with or without notice to you.

Entire Agreement/Reservation of Rights

These Terms and Conditions, the Privacy Policy and any other policy of the Company that is published or provided to you, which are incorporated herein by reference, represent the entire

Terms and Conditions between you and Company with respect to the use of the Website and/or any Company or Vendor products or services, and supersede all prior communications and proposals, whether electronic, oral, or written between you and Company with respect to the Website, Company products, or Company services, or use and/or disclosure of Personal Information. In the event any other terms and conditions of the Company provided to you conflicts with or differs from any provision in these Terms and Conditions, these Terms and Conditions shall prevail and govern for all purposes and in all respects, unless otherwise provided by the Company. Any rights not expressly granted herein are reserved. Any attempt to alter, supplement or amend these Terms and Conditions is null and void, unless otherwise agreed to in writing by you and Company.

Downtime; Service Suspensions; Termination

Your access to and use of the Website, including any Company or Vendor products or services may be suspended for the duration of any anticipated, unanticipated, scheduled or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of any portion or all of the Website, Company or Vendor product, or service for any reason, including as a result of power outages, system failures, or other interruptions.

Company shall be entitled, without any liability to you, to suspend access to any portion or all of the Website, including any Company or Vendor products or services at any time, on a system-wide basis: (a) for scheduled downtime to permit Company or Vendor to conduct maintenance or make modifications to the Website, including any Company products or services; (b) in the event of a denial of service attack or other attack on the Website, including any Company or Vendor products or services or other event that Company determines, in Company's sole discretion, may create a risk to the Website, including any Company or Vendor products or services if the Website, including any Company or Vendor products or services is not suspended; or (c) in the event that Company determines that the Website, including any Company products or services is prohibited by law, or Company otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons.

You further agree that the Company reserves the right to terminate your access to any part of the Website, including any Company or Vendor products or services for any reason in Company's sole discretion, at any time, without notice. Company also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website, including any Company or Vendor products or services with or without notice. You acknowledge and agree that the Company shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Website, including any Company or Vendor products or services.

Indemnification

You agree to defend, indemnify, and hold harmless Company and its members, managers, owners, parents, subsidiaries, affiliates, representatives, insurers, sponsors, partners, successors, assigns, employees and agents from and against any third party claims, liability, contributions, compensation, damages, judgments, losses, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in

connection with your use of the Website, Company IP, Content, User Content, Third-Party Material or other material, your purchase or use of Company or Vendor products and/or services or other material, your attendance at any Registered Event, or your breach of the Terms and Conditions, the Privacy Policy, or any other published policy of Company.

Governing Law; Waiver; Severability; Costs of Enforcement

This Agreement is governed by the internal substantive laws of the State of Maryland, USA, without respect to its conflict of laws principles. Jurisdiction for any claims arising under these Terms and Conditions shall lie exclusively within the Courts of Baltimore County, Maryland, USA, and you consent to the exclusive jurisdiction and venue of these Courts to enforce the terms of this Agreement. You expressly waive the right to transfer any action filed therein. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of the Terms and Conditions, which shall remain in full force and effect. All provisions of these Terms and Conditions shall survive termination except those granting access or use to the Website and/or any Company or Vendor products or services, and you shall cease all your use and access thereof immediately. You may not assign or transfer your obligations under these Terms and Conditions. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided by Company in a particular “Legal Notice,” or material on particular web pages of the Website, these Terms and Conditions, Company’s Privacy Policy, and other published policy by Company constitute the entire agreement between you and Company. In the event of any legal action arising hereunder or between you and Company, and Company is the prevailing party, Company shall be entitled to recover all costs and expenses including, but not limited to, reasonable attorneys' fees incurred in enforcing, attempting to enforce, or defending any of the Terms and Conditions, including costs incurred prior to commencement of legal action and in any appeal.

Rights You Agree To Give Up

If either you or we choose to litigate any claim, then you and we agree to waive the following rights: **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST COMPANY WHETHER IN COURT OR IN ARBITRATION.**

If you have any questions about these Terms and Conditions, please write to us at:

P.O. Box 269, Owings Mills, Maryland 21117

- or -

Support@streamLode.com