

STANDARD AGREEMENT AND TERMS OF USE

This Standard Agreement and Terms of Use (“Agreement”) is a binding legal contract between you (either an individual or a legal entity) and Smarter Biz Card, Inc. a Florida limited Corporation (“SmarterBizCard”). By accessing this site or using the software, web-based profile (Profile), content within the web-based interface or software, NFC chip business cards (Smart Card), any associated user manuals and other documentation provided by SMARTERBIZCARD (“Documentation”) as a result of interacting the site (collectively, the “Site”), you (also referred to herein as “Customer”) will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, SMARTERBIZCARD is not willing to grant any right to use or access the Site to you. In such event, you may not access, use or copy the Site or any contents on the Site, which explicitly includes (but is not limited to) viewing the Site on an Internet web browser.

By using our Services or Website, we’d like to remind you that you are also consenting to the terms of our privacy policy which sets out our personal information gathering and dissemination practices

SITE ACCESS AND USE

The Site is made available to for your use as further set forth herein. Except for the limited license granted in this Agreement, SMARTERBIZCARD and its licensors retain all right, title and interest in the Site, all copies thereof, and all proprietary rights in the Site, including copyrights, patents, trademarks and trade secret rights.

GRANT OF LICENSE . This Agreement grants you the following rights, as applicable:

- **License** . During the term of this Agreement, SMARTERBIZCARD grants you a nonexclusive, nontransferable,

revocable (as permitted herein) license to access and use the Site which will be hosted by SMARTERBIZCARD. Customer acknowledges and agrees that SMARTERBIZCARD may use certain embedded technological and software controls to enforce any applicable restrictions.

All text, data, graphics, photographs, images, audio, video, trademarks, service marks, trade names and other information, visual or other digital material, software (including source and object codes) and all other content of any description available through our Services or Website, or available via a link from our Services to a page created by SMARTERBIZCARD on another website (collectively, the “Content”), are the sole property of SMARTERBIZCARD and/or its licensors. Use of the Content for any purpose not expressly permitted in our Terms of Service or otherwise consented to by SMARTERBIZCARD is prohibited. To obtain written consent, please contact us at support@smarterbizcard.com

You hereby grant to us a limited license to collect and store User Content for the purpose of providing the Services. You further grant us a perpetual, irrevocable, and unlimited license to use, store, and manipulate User Content to create aggregated and anonymized statistical analytics in respect to Website use, our Services and User parameters and characteristics (“Anonymous Service Data”) in accordance with our Privacy Policy. We shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and You hereby assign, transfer and convey to SMARTERBIZCARD any ownership interest You may have in any Anonymous Service Data.

You understand and agree that any personal information you make available on your smart profile will be published at a publicly accessible URL. Any third party that has the URL will be able to view your smart profile. This includes individuals that receive the

URL by connecting with your Smart Card (whether intentionally or inadvertently), as well as any third party with which the individual may share such URL.

- **Account** In order to use our Services, you will be asked to create an account using your email address through our Website's web application or your [LinkedIn] account information (your "Account"). The email address you provided will be how you access your SMARTERBIZCARD Account, if you registered using this method. You may connect to the Services with a third-party service (e.g., LinkedIn), in which case you give us permission to access, store, and use your information from such service as permitted by that service and as may be described in our Privacy Policy

- **Account Responsibilities** You agree to provide true, current, complete and accurate information as requested, and to update that information as soon as possible after any information on such registration changes. You alone are responsible for keeping your Account login information and associated passwords confidential, and for any and all of your Account activity. Therefore, you should protect your password and make your password secure and difficult for others to guess. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security via support@smarterbizcard.com

Please use our online reporting tool to tell us about any offensive or otherwise concerning User Content that you may see on our Services so that we maintain a positive experience for all users. We may, in our sole discretion, limit or terminate your use of our Services, remove hosted User Content and take any other technical and/or legal steps to ensure that all users of our Services or Website are acting in the spirit of our Terms of Service.

Notwithstanding anything in the foregoing, you understand and agree that we do not monitor User Content and that we assume no liability for any User Content whatsoever, including any User

Content which may be reported to us.

- **Security** You are responsible for safeguarding your Smart Card against loss or theft, for maintaining it in proper working condition and for keeping your online account password, or PIN, confidential.

SMARTERBIZCARD will not ask you to divulge any of your access information.

If your Smart Card is lost or stolen, you must notify SMARTERBIZCARD to deactivate the card immediately. Notification can be made by emailing Online at support@smarterbizcard.com

Until notice has been received, you will be responsible for all use of your Smart Card, whether or not such use is authorized by you until the card is deactivated. Once your old Smart Card is replaced due to theft or loss, it is de-activated and cannot be re-activated should you find it at a later date.

A replacement fee may be charged for lost, stolen, misplaced or abused Smart Card.

- **Enhancements** SMARTERBIZCARD reserves the right to upgrade, enhance, change or modify the Site at any time in its sole discretion (“Enhancements”). Any Enhancements made available to you by SMARTERBIZCARD, if any, will be subject to the terms of this Agreement, except to the extent that conflicting or more restrictive provisions are agreed upon in future agreements relating to such Enhancements.

- **Third Party Components** . The Site and future Enhancements may contain certain third party components (“Third Party Components”) which are provided to you under terms and conditions which are different from this Agreement, or which require SMARTERBIZCARD to provide you with certain notices

or information. Your use of each Third Party Component which contains or is accompanied by its own license agreement will be subject to the terms and conditions of such other license agreement, and not this Agreement. Notwithstanding the foregoing, the following terms and conditions apply to all “Third Party Components”: (i) all Third Party Components are provided on an “AS IS” basis; (ii) SMARTERBIZCARD will not be liable to you or indemnify you for any claims related to the Third Party Components; and (iii) SMARTERBIZCARD will not be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages with respect to the Third Party Components. Your sole and exclusive remedy with regard to any defect, claim, or other dispute relating to the Third Party Components is to cease use of such components.

• **Intellectual Property Ownership** . The Site contains material that is protected by United States copyright and trade secret law, and by international treaty provisions. All rights not expressly granted to Customer under this Agreement are expressly reserved by SMARTERBIZCARD and its licensors. Customer shall not modify, remove or destroy any proprietary markings or confidential legends placed upon or contained within the Site, the Documentation, or any related materials. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights in the Site shall remain the sole and exclusive property of SMARTERBIZCARD or its licensors, as applicable.

TERM . The license will commence on the date you first use the Site or accept this Agreement, whichever is earlier (the “Effective Date”), and shall remain in effect for one (1) year thereafter (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a “Renewal Term”) unless either party provides notice of termination or non-renewal no less than thirty (30) days prior to

expiration of the then-current term. The Initial Term and any Renewal Terms are referred to herein collectively as the “Term.”

SMARTERBIZCARD may make available trial periods of the Services. If you subscribe to the services for a free trial, and do not cancel the subscription prior to the end of the free trial period, the terms will be automatically renewed at SMARTERBIZCARD’s then-current fee for such services unless you opt out of the auto-renewal / decline to renew your subscription. Any data or content uploaded by you, as well as any setting or other customizations to your Account, may be deleted by SMARTERBIZCARD if you do not subscribe to the Services following the Trial.

LIMITATIONS ON LICENSE . The license granted to you in this Agreement is restricted as follows:

- **Limitations on Copying and Distribution** . You may not copy or distribute the Site or any Smart Cards derived from the Site except to the extent that copying is necessary to use the Site or the Smart Card for purposes set forth herein.
- **Limitations on Reverse Engineering and Modification** . You may not reverse engineer, decompile, disassemble, modify or create works derivative of the Site or any profiles received from the Site. You may not alter or modify any disabling mechanism which may be resident in the Site.
- **Sublicense, Rental, and Third Party Use** . You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Site, or directly or indirectly permit any third party to use or copy the Site or any credentials you may at any time possess to access the Site.
- **Proprietary Notices** . You may not remove any proprietary notices (e.g., copyright and trademark notices) from the Site. You must reproduce the copyright and all other proprietary notices displayed on the Site on each permitted instance of the Site or any

resulting Documentation or profile.

- **Use in Accordance with Documentation** . All use of the Site shall be in accordance with its then current Documentation.
- **Compliance with Applicable Law** . You shall be solely responsible for ensuring that your use of the Site is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations.

You must be at least eighteen (18) years old to use our Services. SMARTERBIZCARD reserves the right to confirm such consent at any time and to discontinue your use of our Services should such consent not be granted.

- **Confidentiality** . You acknowledge and agree the Site and associated Documentation constitute valuable proprietary and confidential information and intellectual property (collectively, the “Proprietary Information”) of SMARTERBIZCARD. You may not use or disclose the Proprietary Information without SMARTERBIZCARD’s prior written consent, except disclosure to and subsequent uses by your need-to-know employees and contractors, if applicable, provided such employees and contractors have executed written agreements restricting use or disclosure of Proprietary Information that are at least as protective as those set forth in this Agreement. You agree to use at least the same degree of care in protecting the Proprietary Information as you use to protect your own similar information, including your own personally identifiable information, but in no event less than reasonable care.

You acknowledge that due to the unique nature of the Proprietary Information, SMARTERBIZCARD will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Proprietary Information. In addition to any other remedies that may be available in law, in equity or otherwise,

SMARTERBIZCARD shall be entitled to obtain injunctive relief to prevent such unauthorized use or disclosure. You shall not use any information or data disclosed by SMARTERBIZCARD in connection with this Agreement to contest the validity of any SMARTERBIZCARD intellectual property. Any such use of SMARTERBIZCARD's information and data shall constitute a material, non-curable breach of this Agreement.

- **Fees** The fees payable to SMARTERBIZCARD for the rights hereunder are as set forth in the separate web pages describing the fees owed by you, or by the person or entity paying the applicable fees on your behalf to enable you to utilize the services provided on the Site. The Site will remain accessible upon demand, but the services offered through the Site will need to be pre-paid for as set forth in the relevant descriptions of the price options available.

Users of our Services are required to provide valid credit card information or other acceptable payment information to your Account in order to register for a paid subscription to the Services (collectively known as "Billing Information"), which will be provided to SMARTERBIZCARD's third-party payment processor ("Payment Processor") and used to charge the subscription fees. All such payments will be governed by the Payment Processor's terms and conditions published by the Payment Processor. By subscribing to the Services, you authorize SMARTERBIZCARD to charge your Billing Information in accordance with these Terms.

Subscription fees are billed on a yearly basis at the beginning of each subscription period and are non-refundable. Please note that our fees are subject to change.

You shall promptly advise SMARTERBIZCARD if your Billing Information changes due to loss, theft, cancellation, expiry, or otherwise, and users shall be liable for any failure to pay fees caused by out-of-date Billing Information

• **Orders** An order shall be deemed to have been placed upon the electronic confirmation by SMARTERBIZCARD of your subscription to our Services. SMARTERBIZCARD will use its commercially reasonable efforts to deliver the Smart Card to you within the lead-time indicated in the order. If Company becomes aware that it will not meet any lead-time for a particular order delivery, Company shall provide you with prompt written notice that it will not be able to deliver within the lead time

The risk of loss of or damage to the units of the Smart Cards ordered by you shall transfer to you upon delivery of such units either i) to your carrier; or ii) to your premises (as applicable). Title to the Smart Cards ordered by you shall pass to you only on payment in full of the applicable subscription fees specified in your online order. You shall comply with all relevant export and import laws and regulations as they apply to Smart Card deliveries and related materials provided by us to you pursuant to these Terms of Service.

USER CONDUCT

You agree to abide by all applicable federal, state, local and other laws and regulations. In addition, without limiting the foregoing, You agree not to:

1. upload, post, e-mail or otherwise transmit any material (“User Content”) that: constitutes

- unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; infringes any patent, trade-mark,
- trade secret, copyright, publicity, or other proprietary or privacy rights of any party; is
- misleading, contains sexually explicit content, unlawful, harmful, threatening, abusive, harassing,

- tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially,
- ethnically or otherwise objectionable; or contains any form of destructive software such as a
- virus, worm, or any other harmful components or any other computer file, program or code,
- designed to interrupt, destroy or limit the functionality of any computer or mobile device
- software, hardware or telecommunications equipment;

2. register under a false identity, impersonate any person or entity, including, but not limited to, an SMARTERBIZCARD employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;

3. send e-mails or messages using our Services or Website without the consent of the recipient;

4. harvest or otherwise collect or store any information (including personal information) about other users of our Services, including e-mail addresses, without the express consent of such users;

5. use any robot, spider, scraper or other automated means to access our Services or Website and collect Content for any purpose without our express written permission;

6. for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through our Services;

7. attempt to gain unauthorized access to our Services, other computer systems or networks connected to our Services, through password mining or any other means;

8. take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately

- large load on our (or our third-party providers') infrastructure;
9. interfere with or disrupt networks or servers connected to our Services or Website;
 10. use, download or otherwise copy, or provide to any person or entity our Services' user directory or other user or usage information or any portion thereof, other than in the context of your use of our Services;
 11. register for more than one account or use any other measures in an attempt to mislead SMARTERBIZCARD or our users, or otherwise take advantage of our Services;
 12. facilitate or encourage any of the above conduct.

We reserve the right to pre-screen, edit, limit or remove any such User Content in our sole discretion, without further notice to you. In the event that you have linked User Content to your Account from a third-party platform to which SMARTERBIZCARD does not have the authority to edit, limit or remove any such User Content, SMARTERBIZCARD reserves the right to cancel your Account and Services. Notwithstanding, you shall remain solely responsible for any User Content you submit, link or post. You may be exposed to User Content that is inaccurate, incomplete or unsuitable. We will not be responsible for User Content or accuracy of any information, and shall not be responsible for any acts taken or decisions made based on such information. Any information you disclose in public areas of our Services becomes public information and is immediately accessible to other users, so it is important for you to carefully consider what, if any, personal information you reveal in these areas.

TERMINATION .

- **Breach of Agreement .** Without prejudice to any other rights, SMARTERBIZCARD may terminate this Agreement immediately,

without any notice to you, if you fail to comply with any of the terms and conditions of this Agreement.

- **Termination for Convenience** . You may terminate this Agreement at any time by discontinuing use of the Site, complying with your termination obligations set forth below, providing SMARTERBIZCARD written notice.

- **Customer's Termination Obligations** . In the event of any expiration or termination of this Agreement for any reason, you must remove all copies of the Site, if any reside on your local systems, and all of its components from all of your systems, and destroy all related media and Documentation, if any. The license granted to the Site will automatically terminate on expiration or termination of this Agreement.

WARRANTY DISCLAIMER . THE SITE IS PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SMARTERBIZCARD AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. SMARTERBIZCARD DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SMARTERBIZCARD SHALL CREATE ANY ADDITIONAL SMARTERBIZCARD WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF SMARTERBIZCARD'S OBLIGATIONS HEREUNDER.

SMARTERBIZCARD MAKES NO WARRANTY OF ANY

KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE, PRODUCTS, SOFTWARE, OR PROGRAMMING OBTAINED BY SMARTERBIZCARD FROM THIRD PARTIES (COLLECTIVELY, THE “THIRD PARTY ITEMS”). SMARTERBIZCARD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. SMARTERBIZCARD SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION.

THE SITE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT SMARTERBIZCARD DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB SITES, COMPUTERS, OR NETWORKS. SMARTERBIZCARD SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS.

SMARTERBIZCARD FURTHER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY SERVICES RENDERED BY SMARTERBIZCARD,.

LIMITATION OF LIABILITY . TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL

SMARTERBIZCARD OR ITS SUPPLIERS/LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT DAMAGES, OR ANY OTHER DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, EVEN IF SMARTERBIZCARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE). IN ANY CASE, THE ENTIRE LIABILITY OF SMARTERBIZCARD AND ITS SUPPLIERS/LICENSORS UNDER THIS AGREEMENT FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID BY YOU, IF ANY, FOR THE SITE.

ADDITIONALLY, YOU ACKNOWLEDGE AND AGREE THAT SMARTERBIZCARD SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES OF CUSTOMER OF ANY KIND RELATING TO OR IN CONNECTION WITH CLAIMS THAT THERE HAVE BEEN ERRORS, OMISSIONS OR MALPRACTICE OF A PROFESSIONAL NATURE, REGARDLESS OF WHETHER SUCH ERROR, OMISSION OR INSTANCE OF MALPRACTICE OCCURRED WITH THE USE OR AID OF THE SITE.

Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to you.

INDEMNITY . You agree to indemnify, defend and hold harmless SMARTERBIZCARD and its parent and their respective officers,

directors, shareholders, agents, affiliates, and licensors from and against any and all third party claims of any kind (along with attorneys' fees and litigation costs) arising out of, resulting from, or in connection with your breach of this Agreement or your use or misuse of the Site, including any combination of the Site with any hardware, software, or other intellectual property not provided by SMARTERBIZCARD, to mislead, misrepresent, or otherwise conduct fraudulent or false activities.

GOVERNING LAW . This Agreement is governed by and construed in accordance with the laws of the State of Florida, as applied to agreements entered into and wholly performed within Florida between Florida residents. Any action or proceeding brought by either party hereto shall be Complex Business Litigation Court, in and for Orange County, Florida, the sole and exclusive venue permissible for any dispute under this Agreement, and the parties submit to the in person and jurisdiction of such courts for purposes of any action or proceeding.

GENERAL .

- This Agreement constitutes the entire understanding and agreement between SMARTERBIZCARD and you with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. In particular, if you are a current licensee of the Site, this Agreement shall supersede your existing license agreement and that agreement shall be of no further force or effect.
- This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties.
- In the event that any provision of this Agreement is found invalid

or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by SMARTERBIZCARD to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision.

- Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, to any Affiliate or subsidiary, or in the event of a merger, acquisition, or sale of all or substantially all of its assets. "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the party.

- Except for Customer's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

- All provisions shall survive any termination or expiration of this Agreement. SMARTERBIZCARD may assign any of its rights or obligations hereunder as it deems necessary.

- **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

U.S. GOVERNMENT RIGHTS . The Site is commercial computer software as described in DFARS 252.227-7014(a)(1) and

FAR 2.101. If acquired by or on behalf of any the Department of Defense (“DOD”) or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software Documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software Documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.

AUTHORIZATION . By downloading, installing, accessing, or using the Site, you indicate that you have the authority to bind yourself and your organization to the terms of this Agreement.