

Codiario

Terms of Service

(Last Updated August 09, 2019)

Codiario These Terms of Service or Terms of Use (the “Terms” or “Agreement”) apply to the executable code version of Codiario and govern your use of the software Codiario App entitled “Codiario” TM (“Codiario App” or “App”) that was created by ATK Technologies, Inc., a Delaware corporation (“Codiario”). Codiario has or may add certain affiliates (“Affiliates”).

Sometimes, these companies may be providing the Services to you on behalf of Codiario itself. You acknowledge and agree that Affiliates will be entitled to provide the Services to you.

1. Acceptance of Terms

1.1 Codiario (also sometimes referred to herein as “we,” “us” or “our”) operates (in addition to a certain content publishing platform and service) a website located at www.atktechnologies.com (the “Site”). Your use of Codiario’s products, software, services and web sites (referred to collectively as the “Services”) is subject to the terms set forth herein. The Codiario App and links contained within or otherwise available through external hyperlinks, are collectively referred to as the “Platform”. By using the Platform or our services through the Platform, you (“you” or “User”) agree to these Terms of Use, and any additional terms applicable to any other program(s) hosted by Codiario or any of its affiliated entities in which you may elect to participate, as any of the same may exist from time to time (collectively, the “Terms of Use” or “Agreement”). The terms and conditions outlined in these Terms govern all matters related to your installation and use of the Codiario App and supersede all other agreements, representations, warranties and understandings with respect to the Codiario App. By entering into these Terms electronically, you agree that these Terms have the same force and effect as an agreement made in writing and that Codiario may provide you with any notices and terms about the Codiario App electronically by posting such notice on the Site.

1.2 If you are a business entity, then the individual accepting on behalf of the entity (for the avoidance of doubt, for business entities, in these Terms, “you” means the entity) represents and warrants that he or she has the authority to act on your behalf, that you represent that you are duly authorized to do business in the country or countries where you operate, and that your employees, officers, representatives, and other agents accessing the Service are

duly authorized to access Codiario and to legally bind you to these Terms. Subject to the Terms, and in addition to the license grant in Section 4, Codiario grants you a non-exclusive,

non-transferable license to reproduce, distribute, install, and use Codiario solely on machines intended for use by your employees, officers, representatives, and agents in connection with your business entity, and provided that their use of Codiario will be subject to the Terms.

2. Content Contained in the Services

2.1 You understand and agree that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of

the person from which such content originated. All such information is referred to herein as the “Content.”

2.2 You acknowledge that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Codiario (or by other persons or companies on their behalf, hereinafter sometimes referred to as “Third Party Content”). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically permitted to do so by Codiario or by the owners of that Content in a separate written agreement.

2.3 The Services may include hyperlinks to other web sites or content or resources. Codiario may have no control over any web sites or resources which are provided by companies or persons other than Codiario. You acknowledge and agree that Codiario is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources. You acknowledge and agree that Codiario is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

2.4 Codiario reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

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