

Techlexity LLC. Website Terms of Service

Effective Date: 01 JUNE, 2022

These Terms of Use (“**Terms**”) govern your access to, and use of, the website and software operated on or behalf of Techlexity LLC. and on which these Terms appear (“**Site**,” “**Services**,” or “**Website**”). Techlexity is referred to as the “**Company**” in these Terms.

The Website includes, without limitation: <https://www.techlexity.com>

PLEASE REVIEW THESE TERMS CAREFULLY. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU ACCEPT THE TERMS SET FORTH HEREIN AND THAT YOU ARE LEGALLY BOUND BY THESE TERMS WHEN YOU ACCESS OR USE OUR SITE. IF YOU DO NOT ACCEPT SUCH TERMS, YOU MAY NOT ACCESS OR USE THE SITE.

1. Binding

Arbitration:

THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE MAY HAVE AGAINST EACH OTHER CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. PLEASE REVIEW SECTION 11 FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH US.

2. Privacy

Please review our Privacy Policy (“**Privacy Policy**”), which describes how we use and collect information. The terms of the Privacy Policy are incorporated herein by reference.

3. Age

Restrictions

The Site is directed to persons 21 years of age or older. The Company does not knowingly collect information from children and individuals under age 21. If you are under age 13, you are not permitted to use the Site or to submit any personally identifiable information to the Site. If you provide information to the Company through the Site, you represent and warrant to the Company that you are 21 years of age or older. If you are a parent or guardian and believe the Company may have inadvertently collected personal information from your child under age 18, please notify the Company immediately by sending an email to legal@techlexity.com including the specific Site and/or line of business to which your request pertains.

4. Site

Access

We grant you permission to use the Site as set forth in these Terms, provided that you may not: (a) copy the Site without the Company’s prior written authorization; (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Site; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Site or any part thereof; (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Site, including any copy thereof; (e) sell, exploit, reproduce, distribute, publish, transfer or otherwise make available the Site or any features or functionality of the Site other than as expressly authorized by the Company in writing; or (f) remove, disable, circumvent

or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Site.

5. Proprietary

Rights

You hereby irrevocably assign, transfer and convey and agree to assign, transfer and convey, to the Company all right, title, and interest in and to any data submitted, collected, and or processed by the Site, including all copyright ownership and interest and all moral rights associated with the data. The Company shall be the exclusive owner of the data and shall have the exclusive right to secure registration of the copyright in the data with the U.S. Copyright Office in its name. No rights in the data, or in the copyright in the data, shall be retained by You, nor shall there be any reversion of those rights to You in the future. You acknowledge and agree that the Company shall own all, and You shall have no rights to any, right, title and interest in and to any derivatives of the data created by, for, or on behalf of the Company.

Except for the limited rights expressly granted in these Terms, we and our third-party suppliers expressly reserve all rights, title, and interest (including, but not limited to, all intellectual property rights) in and to the Site. The Site and all Site content, including, but not limited to, any trademarks, service marks, logos, slogans, trade names, trade dress, images, photographs, animation, video, audio, music, and text incorporated into the Site (collectively, the “**Content**”) is protected by copyright and other intellectual property laws and international treaties and is owned by us or one or more of our third-party suppliers.

6. User

Accounts

You may be required to register for an account to use parts of the Site. You agree that the information you provide to us during the registration process and at all other times when you use the Site is accurate, current, and complete. If you provide any information that is, or that the Company has reasonable grounds to suspect is, untrue, inaccurate, not current, or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). You are the sole authorized user of any account you create through the Site and are solely and fully responsible for all activities that occur under your account. You may not authorize others to use your account holder status, and you may not assign or otherwise transfer your account to any other person or entity. The Company will not be liable for losses, damages, liability, expenses, and fees incurred by the Company or a third party arising from someone else using your account regardless of whether you have notified us of such unauthorized use.

7. Third-Party

Materials

The Site may display, include or make available third-party content (including data, information, applications, and other products, services and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that the Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, data collection and sharing practices, legality, decency, quality, or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

8. User

Submissions

Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, any material, information, or other communication you transmit, upload, or post to this Site including any ideas, comments, suggestions, feedback, data, or the like (“**Communications**”) will be considered non-confidential and non-proprietary. The Company will have no obligations with respect to the Communications. You assign all intellectual property rights, including any moral, publicity, and privacy rights you have in any Communication. By submitting the Communication to the Company, you agree the Company is free to use the Communications, without limitation and without any compensation to you, for any purpose whatsoever and in identifiable or de-identifiable form. The Company and its designees will be free to copy, disclose, distribute, incorporate, commercialize, and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.

9. Security and Restrictions

You may access the Site solely for purposes of enabling you to use the Services as provided by the Company. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, by (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) accessing or using the Site or any portion thereof without authorization; (d) introducing any viruses, Trojan horses, worms, logic bombs or other material which is malicious or harmful; or (e) otherwise attempt to interfere with the proper working of the Site.

10. Changes to Terms

The effective date of these Terms is set forth at the top of these Terms. We may change these Terms from time to time at our discretion. Changes will be posted on the Site. We encourage you to return to this webpage frequently so that you are aware of our current Terms. Your continued use of the Site after the date the revised Terms are posted constitutes your acceptance of the amended Terms. The amended Terms supersede all previous versions.

11. Dispute Resolution; Agreement to Arbitrate

We and you agree that all disputes arising from or relating to the Website or any relationship or dispute between you and us or you and any company or person employed by us, these Terms of Use and any policies or practices of any of the above-mentioned companies or persons (a “Dispute”) will only be resolved subject to FINAL AND BINDING ARBITRATION as set forth in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act to the maximum extent permitted by applicable law. You further agree that we shall not have a legal obligation to mitigate any of our potential or actual losses sustained hereunder.

WE AND YOU GIVE UP OUR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute and such rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. NEITHER WE NOR YOU SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. Neither we nor you agree to class arbitration or any other arbitration proceedings where a person brings a dispute as a representative of other persons.

If we and you are unable to resolve a Dispute by informal means, the arbitration of that Dispute will be administered by the American Arbitration Association (AAA) in Miami, Florida in accordance with the

Commercial Arbitration Rules. Any proceeding to enforce this arbitration agreement must be brought in the Southern District of Florida or in any Florida state court of competent jurisdiction with venue lying in the county of Miami-Dade to the exclusion of all other forums.

12. Disclaimer and Limitation of Liability

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE IS PROVIDED BY THE COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE SITE, INCLUDING THE ACCURACY OR COMPLETENESS OF THE CONTENT ON THE SITE. THE SITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES OF WHATSOEVER KIND ARISING OUT OF ACCESS TO OR USE OF THE SITE, SITE-RELATED SERVICES OR ANY INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE SITE—WHETHER IN ACCORDANCE OR VIOLATION OF THESE TERMS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT, INFORMATION CONTAINED WITHIN THE SITE, ANY LINKED SITE, OR ANY PRODUCTS PURCHASED THROUGH THE SITE IS TO STOP USING THE SITE AND/OR THOSE PRODUCTS. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, OUR MAXIMUM LIABILITY TO YOU WITH RESPECT TO YOUR USE OF THE SITE IS ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE.

Any claims arising in connection with your use of the Site must be brought within one (1) year of the date of the event giving rise to such action occurred. Nothing in these Terms will limit any liability that cannot be limited or disclaimed under applicable law.

13. Indemnification

You agree to indemnify, defend and hold harmless us and our affiliates, and our respective officers, directors, employees, agents, and representatives from and against all losses, expenses, damages, and costs, including reasonable attorney fees, resulting from your use or misuse of the Site or any violation by you of these Terms, including any violation of any applicable laws, rules or regulations.

14. Miscellaneous

These Terms shall be governed by the laws of Delaware, and, except as set forth in Section 11 of these Terms, you agree to submit to the exclusive jurisdiction of the courts of the State of Delaware, USA, in respect of any disputes arising under or in connection with these Terms. Notwithstanding any provision of these Terms, the Company may seek equitable, including injunctive, in any court of competent jurisdiction in the event of any breach or threatened breach of these Terms by you.

You represent and warrant that you shall comply with all laws and regulations that apply to your access and use of the Site and any Site-related services, including, but not limited to, any applicable national laws that prohibit the export or transmission of technical data or software to certain territories or jurisdictions.

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including the right to remove your account and any Content generated by you on the Site, block your access to the Site, or block IP addresses.

If any provision of these Terms is held to be unenforceable, the remaining Terms shall remain in full force and effect, and the unenforceable provision shall be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any right.

15. How to Contact Us

If you have any questions, comments, or notices regarding these Terms, please contact us at hey@techlexity.com