

## Website Terms of Use

November 2023

### Purpose:

These terms and conditions and all other legal documents incorporated by reference (collectively, the "Terms") are a legal contract between "you" and 11:11 Systems Inc. (collectively "Company," "we," "our," or "us") with respect to access to and use of our associated internet properties (including without limitation <https://1111systems.com/>) as linked and offered by us, our subsidiaries and/or affiliated companies, and any software that we provide to you for download in your devices (each an "application") (all of these collectively, the "Site").

**IMPORTANT – PLEASE READ CAREFULLY –** THESE TERMS GOVERN YOUR USE OF THIS SITE. BY ACCESSING, VIEWING, BROWSING, VISITING OR USING THIS SITE YOU ACCEPT AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, BY THESE TERMS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, PLEASE DO NOT USE THIS SITE. COMPANY MAY, IN ITS SOLE DISCRETION, MODIFY OR REVISE THESE TERMS AT ANY TIME BY UPDATING THIS DOCUMENT. YOU ARE BOUND BY ANY SUCH MODIFICATION OR REVISION AND SHOULD THEREFORE VISIT THIS PAGE PERIODICALLY TO REVIEW THESE TERMS. IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THIS SITE. ***These Terms contain an arbitration provision, including a class action waiver that affects your rights.***

### Policy Details:

#### 1.0 Authorized Use

Subject to these Terms, we authorize you to view and download the information and other materials at or through this Site only for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. You are not authorized to modify and/or create derivative works of our materials. You may not, without the prior written permission of Company, "mirror" any material contained on this Site on any other server.

The Site may allow certain registered users to access additional services, which are subject to any additional terms applicable to such portal(s) or services and which are hereby incorporated by reference if you access and/or contract such additional services ("Additional Terms"). In the event of any conflict between these Terms and the Additional Terms, the Additional Terms will prevail. In cases where the Additional Terms do not address specific provisions that are included in these Terms, these Terms will apply, supplementing such Additional Terms.

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We reserve the right to terminate or modify the Site in whole or in part, in any manner in our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Site to a subset of permitted users. You are solely responsible for making all arrangements necessary for you to access the Site.

With respect to any areas on this Site where users transmit or post communications, whether to Company, to each other or to third parties, including but not limited to support chats, chat rooms, bulletin boards or user forums, Company may, but is not obligated to, monitor or review the activity in such areas and/or the content of such communications. Company will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity or otherwise.

## 2.0 Privacy

Personal information collected about you by this Site is treated in accordance with the [Privacy Policy](#), which is hereby incorporated into these Terms by reference. If you do not agree to these Terms or the [Privacy Policy](#), you must discontinue using this Site.

## 3.0 Our Ownership and our IP

You acknowledge and agree that the content displayed on or through this Site, including without limitation all information, data, text, software, photographs, graphics, video, or other materials (the "Content") is copyrighted by us or our licensors under United States of America and international copyright laws. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission. You must abide by all copyright notices, information, or restrictions contained in or attached to any Content, including the Site itself. Our Copyright: © 2023 11:11 Systems Inc. All Rights Reserved.

The Company logo and certain other words and logos displayed on this Site and which may or may not be designated on this Site by a "TM" "®" "SM" or other similar designation, constitute trademarks, trade names, or service marks (collectively, "Marks") of Company or other entities. You are not authorized to use any such Marks without our prior written consent. Ownership of all such Marks and the goodwill associated therewith remains with us or our respective licensors.

Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any information displayed on this Site, through the use of framing, deep linking or otherwise, except: (a) as expressly permitted by these Terms; or (b) with prior written permission from us.

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**Disclaimers** YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE OR THE CONTENT SHALL BE AT YOUR SOLE DISCRETION AND RISK. THIS SITE AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS-AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. NO WARRANTY IS MADE BY COMPANY ON THE BASIS OF TRADE USAGE OR COURSE OF DEALING. COMPANY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THIS SITE OR THE CONTENT OR ABOUT THE RESULTS TO BE OBTAINED FROM USING THIS SITE OR THE CONTENT.

## 4.0 Limitation of Liability

IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE OR THE CONTENT INCLUDING, BUT NOT LIMITED TO, RELIANCE BY A USER ON ANY INFORMATION OBTAINED AT THIS SITE.

## 5.0 Prohibited Conduct

When using the Site you agree not to (as applicable):

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, hateful, misogynist, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on the Site.
- Post anything clearly false or misleading.
- Post anything unrelated to our business, products or services.

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- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. Company reserves the right terminate access to and/or use of the Site with or without cause and with or without notice, for any reason or no reason, or for any action that Company determines is inappropriate or disruptive to the Site or to any other user of the Site. Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Company's discretion, Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.

### 6.0 Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Company, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of this Site or the Content or your breach of any representations, warranties, covenants or obligations contained in these Terms.

### 7.0 Links to Other Sites

This Site may provide links to third-party websites or resources and contain third-party advertisements. We may also offer certain services provided by our business partners through this Site. You agree and understand that such third-party websites or resources are subject to their own privacy policies and terms of use, that you are subject to those legal terms, and that we have no control over such websites and resources. You acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or inability to use (i) any sites or resources that this Site provides links to or that provide links to this Site, or (ii) any content, goods, or services available on or through any such sites or resources. We take no responsibility for third party advertisements which are posted on this Site, nor do we take any responsibility for the goods or services provided by its advertisers. Your dealings with, or participation in promotions of, any third-party advertisers or providers of goods or services found on or through this Site and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third-party advertiser or provider.

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In no event shall any reference to any third party or third-party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.

### 8.0 Intellectual Property Infringement

We have a policy of removing any content that violates intellectual property rights of others, suspending access to this Site (or any portion thereof) to any user who uses this Site in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the Site in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512 (DMCA) we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright or other intellectual property right is being infringed by a user of this Site, please provide written notice to Our Agent for notice of claims of infringement: Attn: DMCA Agent; Email: [legal@1111systems.com](mailto:legal@1111systems.com).

To be sure the matter is handled immediately, Your written notice must:

- Contain Your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow Us to locate that material;
- Contain adequate information by which We can contact You (including postal address, telephone number, and e-mail address);
- Contain a statement that You have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that You are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

### 9.0 California Consumer Notice

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Site is provided by 11:11 Systems Inc., 695 Route 46, Suite 301, Fairfield, NJ 07004, USA. If You have a question or complaint regarding the Site,

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please contact our Customer Service at [Legal@1111systems.com](mailto:Legal@1111systems.com). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

### 10.0 General

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflicts of laws principles. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods does not apply to these Terms. If any dispute arises relating in any way to these Terms or your use of this Site, such dispute shall be submitted to confidential arbitration in New Jersey, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any applicable state or federal court in New Jersey and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Terms shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any portion of these Terms is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable, and the remaining provisions of these Terms will remain in full force and effect. These Terms together with any Additional Terms, policies and any other legal documents incorporated by reference constitute the entire and exclusive understanding and agreement between you and us regarding this subject matter, and supersede any and all prior or contemporaneous agreements or understandings, written and oral.

### 11.0 Contact Us

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us by emailing Us at [Legal@1111systems.com](mailto:Legal@1111systems.com).