

AGREEMENT TO OUR LEGAL TERMS

We are Ellison's Solutions Limited., doing business as **Tizibane** ('Company', 'we', 'us', or 'our'). We operate the website & app www.tizibane.com (the 'Site'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and **Tizibane**, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by support@**Tizibane**.com, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

A. USER REPRESENTATIONS

1. The user undertakes to use **Tizibane** platform for his/her own purposes. Using content from **Tizibane** platform for derivative works with a commercial motive without prior written consent is strictly prohibited.
2. Users undertake that the services offered by **Tizibane** platform shall not be utilized to upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail. **Tizibane** reserves the right to filter and monitor and block the emails sent by you/user using the servers maintained by **Tizibane** to relay emails. All attempts shall be made by **Tizibane** and the user to abide by International Best Practices in containing and eliminating Spam.
3. The user shall not upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable.
4. The user expressly states that the job profile/resume/insertion or information/ data being fed onto the **Tizibane** platform by the user is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts or averments. **Tizibane** expressly disclaims any liability arising out of the said resume insertion/information/ data so fed onto the **Tizibane** platform by the user. Further, the user agrees to indemnify **Tizibane** for all losses incurred by **Tizibane** due to any false, distorted, manipulated, defamatory, libelous, vulgar, obscene, fraudulent or misleading facts or otherwise objectionable averments made by the user on the **Tizibane** platform.

B. USE TO BE IN CONFORMITY WITH THE PURPOSE

1. The **Tizibane** platform (and related products) or service or product that is subscribed to or used (whether the same is paid for by you or not) is meant for the Purpose and only the exclusive use of the subscriber/registered user. Copying or downloading or recreating or sharing passwords or sub licensing or sharing in any manner which is not in accordance with these terms, is a misuse of the platform or service or product and **Tizibane** reserves its rights to act in such manner as to protect its loss of revenue or reputation or claim damages including stopping your service or access and reporting to relevant authorities. In the event you are found to be copying or misusing or transmitting or crawling any data or photographs or graphics or any information available on **Tizibane** platform for any purpose other than that being a bonafide purpose, we reserve the right to take such action that we deem fit including stopping access and claiming damages
2. The site is a public site with free access and **Tizibane** assumes no liability for the quality and genuineness of responses. **Tizibane** cannot monitor the responses that a person may receive in response to information he/she has displayed on the site. The individual/company would have to conduct its own background checks on the bonafide nature of all response(s).
3. You give us permission to use the information about actions that you have taken on **Tizibane** platform in connection with ads, offers and other content (whether sponsored or not) that we display across our services, without any compensation to you. We use data and information about you to make relevant suggestions and recommendations to you and others.
4. The platform may contain links to third party websites & app, these links are provided solely as convenience to You and the presence of these links should not under any circumstances be considered as an endorsement of the contents of the same, if You choose to access these websites & app you do so at your own risk.
5. Whilst using this platform an obligation is cast upon you to only provide true and correct information and in the case of creating a profile you undertake to at all times keep the information up to date. **Tizibane** will not be liable on account of any inaccuracy of information on this web site. It is the responsibility of the visitor to further research the information on the site. Any breach of privacy or of the information provided by the consumer to **Tizibane** to be placed on the website & app by technical or any other means is not the responsibility of **Tizibane**. **Tizibane** does not guarantee confidentiality of information provided to it by any person acquiring/using all/any information displayed on the **Tizibane** platform website & app or any of its other websites & app / domains owned and operated by **Tizibane**
6. **Tizibane** does not share personally identifiable data of any individual with other companies / entities without obtaining permission except with those acting as our agents. **Tizibane** shall share all such information that it has in its possession in response to legal process, such as a court order or subpoena. The user shall not utilize the services offered by the **Tizibane** platform in any manner so as to impair the interests and functioning of the **Tizibane** platform.
7. The user undertakes not to duplicate, download, publish, modify and distribute material on the **Tizibane** platform unless specifically authorized by **Tizibane**/Ellison's Solutions Ltd in this regard.

8. The User is solely responsible for maintaining confidentiality of the User password and user identification and all activities and transmission performed by the User through his user identification and shall be solely responsible for carrying out any online or off-line transaction involving credit cards / debit cards, mobile money or such other forms of instruments or documents for making such transactions and **Tizibane** assumes no responsibility or liability for their improper use of information relating to usage of such by the subscriber online / off-line.
9. The User/Subscriber/Visitor to the **Tizibane** platform and/or its affiliated websites & app does hereby specifically agree that he/she shall, at all times, comply with the requirements of the Data Protection Act, 2021 as also rules, regulations, guidelines, bye laws and notifications made thereunder, while assessing or feeding any resume/ insertion or information/data into the computers, computer systems or computer network of **Tizibane**. The said User/ subscriber/ visitor to **Tizibane** platform and/or its affiliated websites & app does further unequivocally declare that in case he violates any provisions of the Data Protection Act, 2021 and/or rules, regulations, guidelines, byelaws and notifications made thereunder, he shall alone be responsible for all his acts, deeds and things and that he alone shall be liable for civil and criminal liability there under or under any other law for the time being in force.
10. The User is solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required by the user for using the Service.

C. RECRUITER TERMS:

By accessing the features provided to recruiters, including but not limited to viewing candidate profiles, posting jobs, downloading resumes, bulk downloading resumes, and downloading candidate data in CSV format, you agree to the following terms and conditions:

1. The **Tizibane** Recruiter profile may be updated/edited etc. by the user alone. The user shall not upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable.
2. **Tizibane** reserves its right to reject and delete any profile or information/data fed in by the user without assigning any reason.
3. **Tizibane** shall in no way be held liable for any information received by the user and it shall be the sole responsibility of the user to check, authenticate and verify the information/response received at its own cost and expense.
4. The user represents that he/she is not a minor and is not under any legal or other disability which limits his/her ability to comply with these Terms or to install and use the services subscribed and purchased with minimal risk of harm to you or others.
5. All changes / modifications made by the user to the data / information shall be effected and will come into operation only after 24-48 hours of such changes / modifications being made.

6. On registration you agree:

- a. To make your profile available for display in the public domain.
- b. That when you post a job on the **Tizibane** platform or trigger an email to a job seeker, a snapshot of your public profile on **Tizibane** may automatically get inserted into the posting/email (existing or new job listing on **Tizibane** platform).
- c. That you have the requisite authority to upload the job listings that are posted through the profile created by you in this section of **Tizibane** platform.
- d. That you understand that you shall have the option to control the visibility of your profile by adjusting your profile settings. You can choose to make your profile visible or invisible to recruiters at any time.
- e. That if you choose to make your profile visible to recruiters, the recruiter will have access to your profile, including your profile photo and any other information visible on the user's profile.
- f. That if you do not want these details to be visible, you can disable the visibility function in your account settings where available.

7. Compliance with Applicable Laws and Regulations:

- a. Recruiters must comply with all Zambian laws and regulations pertaining to recruitment, employment, and data privacy.
- b. Recruiters are solely responsible for ensuring that their usage of the provided features is in accordance with applicable laws and regulations.

8. Account Security:

- a. Recruiters are responsible for maintaining the confidentiality and security of their account login credentials.
- b. Recruiters must not share their login credentials with any unauthorized individuals.
- c. Recruiters are liable for any activities conducted through their account.

9. Job Posting:

- a. Recruiters can utilize the feature to post job vacancies at their organization.
- b. Job postings must be accurate, complete, and comply with all applicable laws and regulations.
- c. Recruiters must not post misleading, discriminatory, inappropriate, or offensive job listings.

10. Candidate Profile Viewing:

- a. Recruiters may use the feature to view candidate profiles for the sole purpose of evaluating their suitability for the posted job positions.

b. Recruiters must not misuse candidate profile information for any purposes other than recruitment and employment.

11. Resume Download:

a. Recruiters have the ability to download resumes of candidates who have applied for their job vacancies.

b. Downloaded resumes must be used solely for recruitment and employment purposes.

c. Recruiters must not disclose or share downloaded resumes with any unauthorized parties.

d. Recruiters may have the ability to bulk download resumes, but they must follow all data protection rules when doing so. Furthermore, they must not download resumes with the intention of sharing them with another person, business, or company for any reason.

e. The Recruiter acknowledges that sharing a candidate’s CV with anybody outside the scope of this agreement is a breach of these conditions and that they may be held liable to compensate **Tizibane** for doing so.

12. Candidate Data Download in CSV Format:

a. Recruiters may have the ability to download candidate data in CSV format for recruitment and analytical purposes.

b. Downloaded data must be handled with care and in compliance with applicable data protection laws and regulations.

c. Recruiters must not use the downloaded data for any unauthorized purposes or share it with unauthorized individuals.

13. Disclaimer of Liability:

a. The platform provider does not guarantee the accuracy, completeness, or suitability of any candidate profiles, job postings, resumes, or candidate data.

b. Recruiters use the provided features at their own risk, and the platform provider will not be held liable for any damages or losses incurred.

By accessing the provided features, you indicate your acceptance of these terms and conditions. If you do not agree with any part of these terms, please refrain from using the features.

DATA PROTECTION TERMS FOR RECRUITERS

Additional Terms applicable to Recruiters “You” accessing any portion of the website & app **Tizibane** platform:

1. You will comply with all applicable data protection laws in relation to the processing of personal data; and not process personal data in an unlawful manner and excessive with regard to agreed purposes as defined in the privacy policy and this terms and conditions

2. You shall implement adequate technical and organizational controls to protect the shared personal data obtained from the Company against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure
3. The onus of any misuse of personal details accessed through your account lies on you. Access to services subscribed by You may be availed of and extended to authorized personnel only i.e. persons who are bound by employment agreements and confidentiality agreements
4. You agree to provide reasonable assistance as is necessary to facilitate the handling of any Data Security Breach (as relevant under privacy laws applicable) in an expeditious and compliant manner
5. You agree that the responsibility for complying with a data subject /data principal request lies with the Party which holds/processes the Personal Data collected/shared
6. You warrant and represent that the institution shall not disclose or transfer Personal Data obtained from the Company to any sub-processors without ensuring adequate and equivalent safeguards to the Personal Data.
7. You shall retain or process shared Personal Data for no longer than is necessary to carry out the agreed purposes.
8. You shall act as an independent Data Controller in respect of shared personal data obtained from the Company once the data is collected by you and you shall be responsible for its secure use at all times.
9. To help maintain control over the account and to prevent any unauthorized users from accessing the account, you should maintain control over the devices that are used to access **Tizibane** and not reveal the password or other confidential details associated with the account to anyone.
10. When you use a device to access the Platform, **Tizibane** may collect technical or other related information from the device as well as the device location.
11. **Tizibane** may place restrictions on your account which may extend to disabling access in order case any suspicious activity is noted in your account.

LOGO USAGE

1. You acknowledge that all content, designs, logos, trademarks, and other intellectual property on the platform are owned by the platform provider.
2. You must not reproduce, modify, distribute, or commercially exploit any platform content without prior written consent.
3. You must comply with all of the following rules when using a Logo:
 - a. Logos may only be used in marketing or other publicity materials for the benefit of **Tizibane** with the permission of **Tizibane**.

b. Logos may not be used in any confusing or vague way.

c. No Logo may be used in any way that suggests that **Tizibane** is affiliated with, sponsors, approves or endorses you, your organization, your websites & app, your products or your services, unless such a relationship exists.

d. No Logo may be used in any way that mischaracterizes any relationship between you and **Tizibane**

e. You may not use the Logo to advertise **Tizibane** or its businesses as clients/partners on any websites & app and promotional pieces without our written permission.

f. All **Tizibane** Logos are distinctive, designed pieces of graphic artwork. The following usage guidelines must be followed:

- Do not modify or alter the Logos
- Do not change scale, skew or rotate any Logo
- Do not change the design of any Logo
- Do not change or vary the colors of any Logo, except that the Logos may be all black or can be reversed out in white.
- Avoid screening Logos to less than 100%
- Do not shrink any Logo to less than 1" in height
- Do not combine a Logo with any other design, trademark, graphic, text or other element, including your name, any trademarks or any generic terms.
- Logos may only be placed on solid backgrounds (preferably bright white), and not over an image or pattern, and no artistic effects (such as drop shadows) may be applied.

g. No Logo may be used or displayed in any of the following ways:

- In any manner that, in the sole discretion of **Tizibane** , discredits **Tizibane** or tarnishes its reputation and goodwill;
- In any manner that infringes, dilutes, depreciates the value, or impairs the rights of **Tizibane** in the Logos;
- In any manner that is false or misleading;
- In connection with any pornography, illegal activities, or other materials that are defamatory, libelous, obscene, or otherwise objectionable;
- In any manner that violates the trademark, copyright or any other intellectual property rights of others:
- In any manner that violates any law, regulations, or other public policy; or

- As part of a name of a product or service of a company other than ***Tizibane***.
- h. Written materials, such as web pages, must be marked to indicate that the Logos used are owned by ***Tizibane*** or its affiliates (for example by using a statement such as, “the ***Tizibane*** logo is a registered trademark of ***Tizibane*** “).
- i. All goodwill generated by the use of any Logo inures to the benefit of ***Tizibane***.
- j. You may not assert rights to any Logo whether by trademark registration, domain name registration or anything else.
- k. You must, upon request from ***Tizibane***, provide samples of any materials that include the Logos for purposes of determining compliance with this policy.
- l. You must make any changes to your use of the Logos that are requested by ***Tizibane***.
- m. Your download and use of the Logos is subject to the ***Tizibane*** Site Terms.

D. CANDIDATE TERMS

Please read these terms of service carefully before submitting your resume and applying to jobs on our job portal. By using our services, you agree to be bound by these terms and conditions.

1. By submitting your resume and applying to jobs on our portal, you consent to the sharing of your resume and application materials with potential employers/recruiters.
2. You are solely responsible for the accuracy and completeness of the information provided in your resume and application materials.
3. You understand that the final decision to hire or consider your application rests solely with the potential employer/recruiter and we have no control over their selection process.
4. You acknowledge that we do not endorse any potential employer/recruiter or their job postings, and we do not guarantee employment or job offers.

5. Sharing of Resumes with Recruiters:

- a. By submitting your resume on our portal, you acknowledge that we may share it with relevant recruiters without obtaining separate consent if your resume matches the job profile.
- b. We will take reasonable efforts to share your resume only with recruiters who have a legitimate interest in assessing your application.
- c. We do not assume any liability for the actions, decisions, or treatment by recruiters to whom we share your resume.

6. Data Security:

- a. We are committed to protecting the privacy and security of your personal information.

b. We take reasonable precautions to protect the information you submit to our portal. Any third-party links or sites you access through our platform have their own data security structure, and we have no responsibility or accountability over the information you provide directly or indirectly on their application/website & app.

c. By submitting your resume and application materials, you agree to our collection, storage, processing, and use of your personal information.

d. We will not share your personal information with any unauthorized third parties, except as mentioned in point 4 below.

7. No Liability Clause:

a. We provide the job portal as a platform for job seekers to connect with potential employers/recruiters. We do not guarantee the accuracy, availability, or quality of the job postings or the outcome of any job application made through our portal.

b. We shall not be liable for any damages, losses, or expenses arising directly or indirectly from your use of our services or any interactions with potential employers/recruiters.

8. No Guarantee Clause:

a. We do not guarantee that you will receive job offers, interviews, or any other favorable outcomes from using our portal.

b. We do not guarantee the authenticity, accuracy, or completeness of the job postings or the suitability of any job for you.

c. We reserve the right to update or remove any job postings or candidate profiles without notice.

Please note that by using our job portal, you accept these terms and conditions. If you do not agree with any part of these terms, we request you to refrain from using our services.

E. PROHIBITED ACTIVITIES

THE USER REPRESENTS, WARRANTS AND COVENANTS THAT ITS USE OF THE *TIZIBANE* PLATFORM SHALL NOT BE DONE IN A MANNER SO AS TO:

1. Access the Platform for purposes of extracting content to be used for training a machine learning or AI model, without the express prior written permission.

2. Violate any applicable local, provincial, state, national or international law, statute, ordinance, rule or regulation;

3. Interfere with or disrupt computer networks connected to the *Tizibane* platform;

4. Impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity;

5. Forge headers or in any manner manipulate identifiers in order to disguise the origin of any user information;
6. Interfere with or disrupt use of the **Tizibane** platform by any other user, nor “stalk”, threaten, or in any manner harass another user;
7. Use the **Tizibane** platform in such a manner as to gain unauthorized entry or access to the computer systems of others;
8. Reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes the **Tizibane** platform, or any component thereof (including, but not limited to any materials or information accessible through the **Tizibane** platform);
9. Use content from the Site for derivative works with a commercial motive without prior written consent of **Tizibane**.
10. Use any device, software or routine to interfere or attempt to interfere with the proper working of the **Tizibane** platform; or
11. Impose an unreasonable or disproportionately large load on the **Tizibane** platform infrastructure.
12. Spam the **Tizibane** platform by indiscriminately and repeatedly posting content or forwarding mail that may be considered spam etc.
13. Access data not intended for you or log into server or account that you are not authorized to access;
14. Constitute an act of reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to derive the source code for the Site or any related technology or any part thereof
15. Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Site
16. Attempt to probe, scan or test the vulnerability of a system or network;
17. Use automated means to crawl and/or scrape content from **Tizibane** platform and to manually scrape content from **Tizibane** platform;
18. The Site uses technological means to exclude Robots etc. from crawling it and scraping content. You undertake not to circumvent these methods.
19. Access the Site except through the interfaces expressly provided by **Tizibane**;
20. Attempt or breach security or authentication measures without proper authorization;
21. Providing deep links into the **Tizibane** platform without prior permission of **Tizibane** is prohibited. Extracting data from **Tizibane** platform using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
22. Upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail.

23. Subscribers shall under no circumstance sublicense, assign, or transfer the License, and any attempt at such sublicense, assignment or transfer is void.

24. Constitute hosting, modifying, uploading, posting, transmitting, publishing, or distributing any material or information

1. For which you do not have all necessary rights and licenses;
2. Which infringes, violates, breaches or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
3. Which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of **Tizibane** platform, or that of other computer systems;
4. That is grossly harmful, harassing, invasive of another's privacy, hateful, disparaging, relating to money laundering or unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous/blasphemous, vulgar, obscene, or racially, ethnically, or otherwise unlawful in any manner whatsoever;
5. Which constitutes or encourages conduct that would constitute a criminal offence, give rise to other liability, or otherwise violate applicable law;
6. That deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
7. That belongs to another person and to which the user does not have any right to;
8. That harm minors in any way;
9. That threatens the unity, integrity, defence, security or sovereignty of Zambia, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

F. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we

reserve the right to take appropriate legal action where required, including without limitation pursuing civil, criminal, and injunctive redress.

G. SERVICE AND AVAILABILITY

We may change, suspend or discontinue any of our Services. We may also modify our prices effectively prospectively upon reasonable notice to the extent allowed under the law.

We don't promise to store or keep showing any information and content that you've posted. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

H. GOVERNING LAW

These Legal Terms shall be governed by and defined following the laws of Zambia. **Tizibane** and yourself irrevocably consent that the courts of Zambia shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

I. DISPUTE RESOLUTION

You agree to irrevocably submit all disputes related to these Legal Terms or the legal relationship established by these Legal Terms to the jurisdiction of the Zambian courts. **Tizibane** shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the country where you reside or, if these Legal Terms are entered into in the course of your trade or profession, the state of your principal place of business.

J. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR

ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

K. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

L. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

M. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

N. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and

enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.