

Website Terms of Use

Last Updated April, 18, 2023

1. Acceptance of the Terms

These Terms (the “Terms”) describe how MB Compliance, LLC (“Company”, “we” or “us”) governs your access to and use of www.mb-compliance.com (the “Site”) including any content, functionality and services offered on or through www.mb-compliance.com, whether as a guest or a registered user, including any content, functionality and services offered on or through the Site. For purposes of these Terms, this Site included by definition, any web pages, interactive features, applications, or other online or wireless offerings that post a link to these Terms, whether accessed via computer, mobile device or other technology, manner or means.

By using the Site, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms, please do not access or use the Site.

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. Your use of the Site at any time is deemed to constitute your agreement to all of the terms of these Terms then in effect. If you do not agree to these Terms, please do not use the Site. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes.

2. Accessing the Site

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, 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 some parts of the Site, or the entire Site, to users. This Site is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using this Site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

3. Intellectual Property Rights

The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws. If you wish to make any use of material on the Site other than that set out in this section, please address your request to: cassandra@mb-compliance.com.

4. Trademarks

All trademarks, logos, slogans, product and service names, and designs on the Site are our property. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on this Site are the trademarks of their respective owners.

5. Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site in any way that violates any applicable federal, state, local, or international law or regulation (including without limitation, any laws regarding the export of data or software to and from the US or other countries), or to impersonate or attempt to impersonate any other person or to engage in any other content that restricts or inhibits anyone's use or enjoyment of the Site.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying and of the material on the Site.
- Introduce any viruses, trojan horses, worms, malware, ransomware, or any other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Otherwise attempt to interfere with the proper working of the Site.

6. Reliance on Information Posted

The information presented on the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

7. Information About You and Your Visits to the Site

All information collected on the Site is subject to the Site's Privacy Policy. By using the Site, you consent to all actions taken with respect to your information in compliance with the Privacy Policy.

8. Links from the Site

The Site may contain links to other websites. We are not responsible for information found on any linked website, and we make no representations about any other website that you may access through the Site. The links are provided only as citations and aids to help you locate and identify other Internet resources which may be of interest. These links are not intended to state or imply that we have sponsored, approved, or adopted any materials on the linked sites or that it is legally authorized to use any trade name, trademarks, logo, seal or copyrighted information reflected in the linked website. We are not liable in any way to any person, entity, firm, or corporation for the accuracy or completeness or any information or data in the linked websites or for any delays, errors or omission of any such information or data, or for actions taken in reliance thereto or for any damages arising there from.

9. Geographic Restriction

The owner of the Site is based in the state of Washington in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

10. Disclaimer of Warranties

While we attempt to convey accurate and current information on the Site, the information provided on the Site may contain typographical or technical errors. Information on the Site is provided to you "AS IS" and "AS AVAILABLE" and without warranty of any kind.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, WE DO NOT WARRANT THAT: (1) THE INFORMATION OF THIS SITE IS CORRECT, ACCURATE, OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SITE IS AT YOUR SOLE RISK.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WE OR ANY OF OUR PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, TRUSTEES, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE INFORMATION CONTAINED ON THE SITE OF

OBTAINED FROM YOUR USE OF THE SITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE OR ANY OF OUR PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, TRUSTEES, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED \$10.00. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Indemnification

You agree to defend, indemnify and hold us harmless, including our affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorney's fees) arising out of or relating to your violation of these Terms or your use of the Site.

13. Governing Law and Jurisdiction

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including noncontractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of the Site shall be instituted exclusively in the federal or state courts of the State of Washington in the United States.

14. Your Comments and Concerns

This website is operated by MB Compliance, LLC located in Olympia, Washington. All other feedback, comments, requests for technical support and other communications relating to the Site should be directed to: cassandra@mb-compliance.com.

15. Arbitration; Class Action Waiver

If we cannot resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputed in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. You may not seek to have any dispute heard as a class action, private attorney general action, or in

MB Compliance, LLC Terms and Conditions

any other proceeding in which a party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.