

# Crivella

## Crivella Technologies Limited Website Terms of Service

### WELCOME

THIS LEGAL AGREEMENT (“**Agreement**”) BETWEEN YOU AND CRIVELLA TECHNOLOGIES LIMITED (“COMPANY”) GOVERNS YOUR USE OF THE COMPANY SOFTWARE, SERVICES, METHODS AND WEBSITES (WHICH MAY INCLUDE COMPANY’S WEB SITE LOCATED AT [www.crivellatech.com](http://www.crivellatech.com), AND ALL ASSOCIATED SITES LINKED TO [www.crivellatech.com](http://www.crivellatech.com) BY COMPANY, ITS SUBSIDIARIES AND AFFILIATES, INCLUDING COMPANY SITES AROUND THE WORLD, COLLECTIVELY, THE “**Site**”), COLLECTIVELY REFERRED TO AS THE “**Service**”. THE SERVICE IS THE PROPERTY OF CRIVELLA TECHNOLOGIES LIMITED AND ITS LICENSORS. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING “AGREE,” YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE.

Company is the provider of the Service, which “**You**” (or “**Your**” or “**Yours**”), the Account Owner, may utilize under the terms and conditions set forth in this Agreement. “**Account Owner**” refers to the individual designated with the owner role upon creation of the Account or an individual who accepts the owner role after creation of the Account. If an individual is purchasing the Service on behalf of an entity and is authorized to purchase the Service on behalf of such entity, then Account Owner refers to such entity and must be identified as the owner entity.

### I. REQUIREMENTS FOR USE OF THE SERVICE

A. Devices and Accounts. Use of the Service may require compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is Your responsibility.

B. Limitations on Use. You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If Your use of the Service or other behavior intentionally or unintentionally threatens Company’s ability to provide the Service or other systems, Company shall be entitled to take all reasonable steps to protect the Service and Company’s systems, which may include suspension of any and all access to the Service, and may result, at Company’s sole discretion, in termination of Your Account.

C. Changing the Service. Company reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on Your use of the Service. Such modifications and additional terms and conditions will be communicated to You and will be effective immediately and will be incorporated into this Agreement. If You do not agree with such changes, You may terminate this Agreement and Your Account. If You continue to use the

Service You agree to such modifications and additional terms and conditions. You agree that Company shall not be liable to You or any third party for any modification or cessation of the Service.

D. Other Terms and Conditions. The following terms also govern and apply to Your use of the Service, and they are incorporated herein by reference:

- Guidelines for Using Crivella Technologies Limited's Trademarks & Copyrights, attached hereto as Exhibit "A"
- Copyright Rights & Permissions, attached hereto as Exhibit "B"
- Crivella Technologies Limited Trademarks, attached hereto as Exhibit "C"
- Procedure for Making Claims of Copyright Infringement attached hereto as Exhibit "D"
- Crivella Technologies Limited Collection and Use of Personal Information Policy, attached hereto as Exhibit "E"

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Service.

## II. YOUR USE OF THE SERVICE

A. Your Account. You must establish a valid Account, identified by a unique account number and valid contact information, including but not limited to, an email address and password ("**Service Registration Data**") and having an individual designated as having the owner role or an individual representative on behalf of an entity having the owner role (collectively the "**Account**"). Do not reveal Your Account password to anyone else. You are responsible for maintaining the confidentiality and security of Your Account information, for granting permission to other individuals to use Your Account and for all activities that occur on or through Your Account. You agree to immediately notify Company of any security breach of Your Account by calling 1-800-837-3456 or emailing [acrivella@crivellatech.com](mailto:acrivella@crivellatech.com). You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis and You should create a password which You and only You know or are capable of determining. You agree to frequently change Your password or to change Your password upon request by Company. Company shall not be responsible for any losses arising out of the unauthorized use of Your Account.

In order to use the Service, You must enter Your email address and password to authenticate Your Account. You agree to provide accurate and complete information when You register with, and as You use, the Service, and You agree to update Your Account and Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Account and Service Registration Data may result in the suspension and/or termination of Your Account. You

agree that Company may store and use the Account and Service Registration Data You provide for use in maintaining and billing fees to Your Account.

B. Use of Other Company Products and Services. Particular components or features of the Service provided by Company and/or its licensors may require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

C. No Conveyance. Nothing in this Agreement shall be construed to convey to You any interest, title, or license in a domain name or similar resource used by You in connection with the Service.

D. No Resale of Service. You agree that You will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

### III. CONTENT AND YOUR CONDUCT

A. Content. “**Content**” means digital data, documents, files, metadata and Your work product or work product of an authorized user of Your Account, which is provided by You, a user of Your Account authorized by You, a user of Your Account authorized by Your designee having an administrator role, or a user of Your Account authorized, in any manner, by You or Your designee having an administrator role, and which was provided to Company while using the Service. You understand that all Content is Your sole responsibility. This means that You, and not Company, are solely responsible for any Content that is uploaded, downloaded, disclosed, deleted, shared, transferred, posted, emailed, transmitted, stored or otherwise made available through use of the Service. You also understand that all other digital data, documents, files, metadata and work product that is not Content is the property of Company, which includes digital data, documents, files, metadata and work product provided by Company.

Content may be privileged, confidential (including Content classified as Personally Identifiable Information (“**PII**”) and/or Protected Health Information (“**PHI**”)), and exempt from disclosure, copying or dissemination in accordance with copyright and other international, federal or state laws, regulations, Court Orders, or as a result of obligations or duties imposed by other tribunals or third parties. Such Content may not be duplicated, disseminated or used in any matter not authorized by You and by the party imposing the restrictions on the Content. You affirm and acknowledge that You understand the significance of the Content classifications and that the responsibility for ensuring compliance with any and all regulations or obligations regarding Content so classified are Your responsibility and duty and not the responsibility and duty of Company.

B. Your Conduct. You agree that You will NOT use the Service to:

1. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
2. engage in any copyright infringement or other intellectual property infringement or theft (including uploading any content to which You do not have the right to upload), or disclose any trade secret or confidential information in violation of any applicable federal, state or international laws and regulations, confidentiality agreements or provisions, protective orders, employment agreements, nondisclosure agreements, or similar requirements, agreements or legal duties concerning the protection and dissemination and use of Content;
3. upload, post, email, transmit, store or otherwise make available any material that contains viruses, or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
4. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
5. plan or engage in any illegal activity;
6. gather and store personal information about or related to any other users of the Service to be used in connection with any of the foregoing prohibited activities;
7. use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any Content, to obtain or attempt to obtain any materials, data, documents or information through any means not purposely made available through the Service;
8. attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any Company

server, or to any of the services offered by Company on or through the Service, by hacking, password “mining” or any other illegitimate means;

9. probe, scan or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Service, or any other customer of Company, including any Company Account not owned by You, to its source, or exploit the Service or any service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Service;
10. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Company’s systems or networks, or any systems or networks connected to the Service or to Company;
11. use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person’s use of the Service;
12. forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Company on or through the Service or any service offered on or through the Service. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity;
13. use the Service or any Content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity that infringes the rights of Company or others.

C. Removal of Content. You acknowledge that Company is not responsible or liable in any way for any Content provided by You or others and has no duty to pre-screen such Content. However, Company reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and Company may remove Content at any time, without prior notice and in its sole discretion, if such Content, at Company’s sole discretion, is found to be in violation of this Agreement or is otherwise objectionable.

D. Back up Your Content. You are responsible for backing up, to Your own computer or other device, any Content that you upload, download, post, transmit, store or otherwise make available via the Service. Company does not guarantee or warrant that any Content You may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

E. Access to Your Account and Content. Company reserves the right to take steps Company believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that Company may, without liability to You, access, use, preserve and/or disclose Your Account information and Content to law enforcement authorities, government officials, and/or a third party, as Company believes is reasonably necessary or appropriate, if legally required to do so or if Company has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Company, its users, a third party, or the public, as required or permitted by law.

F. Copyright Notice – DMCA. If You believe that any Content in which You claim copyright has been infringed by anyone using the Service, please follow the procedure set forth at Claims of Copyright Infringement. Company may, in its sole discretion, delete any Content where a claim of copyright infringement has been made and Company may suspend or terminate Your Account if You are determined, at Company's sole discretion, to be an infringer.

G. Content Submitted or Made Available by You on the Service.

1. License from You. Except for material we may license to You, Company does not claim ownership of the Content You submit or make available on the Service. However, by submitting or posting such Content, You understand and agree that by displaying, exchanging or uploading Content to a Company website, transmitting Content using the Services, or otherwise providing Content to Company, You automatically grant (and warrant and represent that You have a right to grant) to Company a world-wide, royalty-free, sub-licensable (so that Company affiliates, contractors, resellers and partners can deliver the Services), perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content in the course of offering the Services to You and others with whom You are sharing Content using the Services and to help Company to create, develop, operate, deliver, and improve our products, services, content and advertising, and for loss prevention and anti-fraud purposes. By submitting or posting such Content on areas of the Service that are accessible by users, You are representing that You are the owner of such material and/or have all necessary rights, licenses, and authorization to distribute it.
2. Changes to Content. You understand that in order to provide the Service and make Your Content available thereon, Company may transmit Your Content across various public networks, in various media, and modify or change Your Content to comply with technical requirements of connecting networks or

devices or computers. You agree that the license herein permits Company to take any such actions.

3. Trademark Information. Company, the Company logo, and other Company trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Company in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that You shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

#### **IV. SOFTWARE**

A. Company's Proprietary Rights. You acknowledge and agree that Company and/or its licensors own all legal right, title and interest in, and to, the Service, including but not limited to, licenses related to U. S. Patents Nos: 6883008, 7779007 and patents pending, graphics, user interfaces, the scripts and software used to implement the Service, and any software provided to You as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that You will not use such proprietary information or materials in any way whatsoever, except for Your use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these Terms of Service.

B. License From Company. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT AND PATENT INFRINGEMENT.

C. Export Control. Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software or Service, You represent and warrant that You are not located in any such country or on any such list. You also agree that You

will not use the Software or Service for any purposes prohibited by the laws of the United States, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to Your Account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

D. Updates. From time to time, Company may update the Software used by the Service. In order to continue Your use of the Service, such updates may be automatically downloaded and installed or require downloading and installation onto Your device or computer. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. You agree to download and apply these updates as soon as practicable.

## **V. PAYMENT**

You agree that Company may charge You and You will pay, all amounts due and owing for the Service, including but not limited to, user fees, document and data analytical assessments and storage charges, data migration services or any other fee or charge that has been mutually agreed to.

Payment for Service with recurring fees and charges will be pre-paid on a monthly basis by You and automatically billed via the method for making payment provided by You until cancellation or termination of this agreement. You agree that payment for Services with non-recurring fees and charges will be billed on a monthly basis and paid within 30 days after date of invoice for such Services.

Absent a separate written agreement to the contrary, Company may change prices at any time, including changing from a free service to a paid service; provided, however, that Company 1) will provide You with prior notice and an opportunity to terminate Your Account if Company changes the price of Service to which You subscribe, and 2) will not charge You for a previously free Service unless You have been notified of the applicable fees.

Late Payment is defined: a) for Automated Clearing House ("ACH") payments, payments refused by the issuing bank, b) for credit card payments, payments not received (including for instance, if payment is refused by the credit card issuer or credit card is expired and no new expiration date is provided) within three (3) calendar days of the due date; and c) for invoiced payments, payments not received within standard terms following notice to You ("LATE PAYMENT"). LATE PAYMENT constitutes a material breach of this agreement. In the event of LATE PAYMENT by You, Company, in its sole discretion and without waiving any other rights it may have, and without notice to You, may suspend, interrupt, or terminate Your Account.



You agree that in the event Company is unable to collect the fees or charges owed to Company for the Service through Your Account, Company may take any other steps it deems necessary to collect such fees or charges from You and that You will be responsible for all costs and expenses incurred by Company in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Company may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due *until* the payment is made to Company.

## VI. TERMINATION

A. Voluntary Termination by You. You may cancel Your Account (“**Voluntary Termination**”). If You cancel Your Account, You will not have access to other Company products and services offered as part of Your Account. This action may be non-reversible. Any fees paid by You prior to Your Voluntary Termination are nonrefundable (except as expressly permitted otherwise by this Agreement), including any fees paid in advance. Voluntary Termination of Your Account shall not relieve You of any obligation to pay any accrued fees or charges or any other obligations set forth in policies or guidelines that are referenced herein and/or posted on the Service that survive this Agreement.

B. Termination by Company. Company may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of Your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by You to cancel or terminate Your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to You is or may become unlawful; (e) unexpected technical or security issues or problems; (f) Your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by You in relation to the Service. In addition, Company may terminate Your Account upon prior notice via email to the address associated with Your Account if (a) Your Account is inactive; or (b) there is a general discontinuance or material modification to the Service or any part thereof. Any termination or suspension shall be made by Company in its sole discretion and Company will not be responsible to You or any third party for any damages that may result or arise out of such termination or suspension of Your Account and/or access to the Service.

C. Effects of Termination. Upon termination of Your Account, You may lose all access to the Service and any portions thereof, including, but not limited to, Your Account and Content. Upon Voluntary Termination of Your Account or termination of Your Account by Company, all Content may be deleted by Company after a thirty (30) day period. You expressly agree that Company has no liability to You or any third party with respect to the deletion of Your Account and Content. You are responsible for downloading any and all Content provided to Company while using the Service prior to the Voluntary Termination of Your Account or termination of Your Account by Company.

## **VII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION**

A. Disclaimer of Warranties. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

COMPANY SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING DISCLAIMERS ARE SUBJECT TO THIS EXPRESS WARRANTY.

COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME COMPANY MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, COMPANY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

COMPANY DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND COMPANY DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

B. Limitation Of Liability. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY BY SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

COMPANY SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING LIMITATIONS DO NOT APPLY IN RESPECT OF LOSS RESULTING FROM (A) COMPANY'S FAILURE TO USE REASONABLE SKILL AND DUE CARE; (B) COMPANY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; OR (C) DEATH OR PERSONAL INJURY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF SERVICE, COMPANY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR ANY COMPANY CONTENT, COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF (1) THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF OR ON THE SITE PAID IN THE ONE MONTH PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST COMPANY (BUT NOT INCLUDING THE PURCHASE PRICE FOR ANY COMPANY HARDWARE OR SOFTWARE PRODUCTS OR SIMILAR SUPPORT PROGRAM), OR (2) US\$1,000.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

C. Indemnification. You agree to defend, indemnify and hold Company, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content You submit, post, transmit, or otherwise make available through the Service; (b) Your use or misuse of the Service; (c) any violation by You of this Agreement; (d) any action taken by Company as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) Your violation of any rights of another. This means that You cannot sue Company, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and

licensors as a result of its decision to remove or refuse to process any information or Content, to warn You, to suspend or terminate Your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of Company's conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or Your use of the Service. You acknowledge that You are responsible for all use of the Service using Your Account, and that this Agreement applies to any and all usage of Your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless Company from and against any and all claims and demands arising from usage of Your Account, whether or not such usage is expressly authorized by You.

## **VIII. GENERAL**

A. Notices. Company may provide You with notices regarding the Service, including changes to this Agreement, by email to the email address in the Service Registration Data, or by postings on our website and/or the Service.

B. Law. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between You and Company shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law provisions. You and Company agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Allegheny, Pennsylvania, to resolve any dispute or claim arising from this Agreement. Any claim made by You under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

C. Entire Agreement. This Agreement constitutes the entire agreement between You and Company, governs Your use of the Service and completely replaces any prior agreements between You and Company in relation to the Service. You may also be subject to additional terms and conditions that may apply when You use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

Dated: September 10, 2018

# Crivella Technologies Limited

Exhibits "A" through and including "E" to the  
Crivella Technologies Limited Website Terms of Service

# Crivella

## Exhibit "A"

### Guidelines for Using Crivella Technologies Limited's Trademarks & Copyrights

These guidelines are for Crivella Technologies Limited ("Company") licensees, authorized resellers, developers, customers, and other parties wishing to use Company's trademarks, service marks or images in promotional, advertising, instructional, or reference materials, or on their web sites, products, labels, or packaging. Use of Company trademarks may be prohibited, unless expressly authorized.

If you are a licensee of a Company trademark or logo and have been provided with special trademark usage guidelines with your license agreement, please follow those guidelines. If your license agreement does not provide usage guidelines, then follow these guidelines. If you are a Company Authorized Reseller or member of a Company program, you may be subject to additional restrictions.

Company's trademarks, service marks, trade names, and trade dress are valuable assets. In following these guidelines, you help us protect our valuable trademark rights and strengthen our corporate and brand identities. By using a Company trademark, in whole or in part, you are acknowledging that Company is the sole owner of the trademark and promising that you will not interfere with Company's rights in the trademark, including challenging Company's use, registration of, or application to register such trademark, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse, or bring into disrepute any Company trademark. The goodwill derived from using any part of a Company trademark exclusively inures to the benefit of and belongs to Company. Except for the limited right to use as expressly permitted under these Guidelines, no other rights of any kind are granted hereunder, by implication or otherwise. If you have any questions regarding these guidelines, please talk to your Company representative or submit your query to [acrivella@crivellatech.com](mailto:acrivella@crivellatech.com).

#### **AUTHORIZED USE OF COMPANY TRADEMARKS**

**1. Advertising, Promotional, and Sales Materials:** Only Company and its authorized resellers and licensees may use the Company Logo in advertising, promotional, and sales materials. Such authorized parties may use the Company Logo only as specified in their agreement with Company and any associated Guidelines and such use must always be in conjunction with the appropriate terms that define the relationship authorized by their contract with Company.

**2. Compatibility:** Developers may use Company or any other Company word mark (but not the Company Logo or other Company-owned graphic symbol/logo) in a referential phrase on packaging or promotional/advertising materials to describe that the third-party

product is compatible with the referenced Company product or technology, provided they comply with the following requirements.

- a. The Company word mark is not part of the product name.
- b. The Company word mark is used in a referential phrase such as “runs on,” “for use with,” “for,” or “compatible with.”
- c. The Company word mark appears less prominent than the product name.
- d. The product is in fact compatible with, or otherwise works with, the referenced Company product.
- e. The reference to Company does not create a sense of endorsement, sponsorship, or false association with Company or Company products or services.
- f. The use does not show Company or its products in a false or derogatory light.

**3. Publications, Seminars, and Conferences:** You may use a Company word mark in connection with book titles, magazines, periodicals, seminars, or conferences provided you comply with the following requirements:

- a. The use is referential and less prominent than the rest of the title.
- b. The use reflects favorably on both Company and Company products or technology.
- c. Your name and logo appear more prominent than the Company word mark on all printed materials related to the publication, seminar or conference.
- d. The Company logo or any other Company -owned graphic symbol, logo, icon or image does not appear on or in the publication or on any materials related to the publication, seminar, or conference without express written permission from Company.
- e. A disclaimer of sponsorship, affiliation, or endorsement by Company, similar to the following, is included on the publication and on all related printed materials: “(Title) is an independent (publication) and has not been authorized, sponsored, or otherwise approved by Crivella Technologies Limited.”
- f. A trademark attribution notice is included in the credit section giving notice of Company’s ownership of its trademark(s). Please refer to the section below titled “Proper Trademark Notice and Attribution.”

**4. Web Sites:** Web sites that serve only as noncommercial electronic informational forums concerning a Company product or technology may use the appropriate Company word mark, provided such use complies with the guidelines set forth in Section 3 above.

**5. Company Web Badge Licensing Program:** Web sites may use one of the Company Web Badges if the site uses or was created using Company-branded hardware or software and you comply with the terms of the Company Web Badges License Agreement and Guidelines. For more information see Company Web Badges.

#### **UNAUTHORIZED USE OF COMPANY TRADEMARKS**

**6. Company, Product, or Service Name:** You may not use or register, in whole or in part, Knowledge Kiosk®, or any other Company trademark, including Company-owned graphic symbols, logos, icons, or an alteration thereof, as or as part of a company name, trade name, product name, or service name except as specifically noted in these guidelines.

**7. Company Logo and Company-owned Graphic Symbols:** You may not use the Company Logo or any other Company-owned graphic symbol, logo, or icon on or in connection with web sites, products, packaging, manuals, promotional/advertising materials, or for any other purpose except pursuant to an express written trademark license from Company, such as a reseller agreement.

**8. Variations, Takeoffs or Abbreviations:** You may not use an image of a real Company or other variation of the Company logo for any purpose. Third parties cannot use a variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of a Company trademark for any purpose.

**9. Disparaging Manner:** You may not use a Company trademark or any other Company-owned graphic symbol, logo, or icon in a disparaging manner.

**10. Endorsement or Sponsorship:** You may not use Company or any other Company trademark, including Company-owned graphic symbols/logos, or icons, in a manner that would imply Company's affiliation with or endorsement, sponsorship, or support of a third-party product or service.

**11. Merchandise Items:** You may not manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing Crivella Technologies Limited or any other Company trademark, including symbols, logos, or icons, except pursuant to an express written trademark license from Company.

**12. Company's Trade Dress:** You may not imitate the distinctive Company packaging, web site design, logos, or typefaces.

**13. Slogans and Taglines:** You may not use or imitate a Company slogan or tagline.



**14. Domain Names:** You may not use an identical or virtually identical Company trademark as a second level domain name.

#### **RULES FOR PROPER USE OF COMPANY TRADEMARKS**

**15.** Trademarks are adjectives used to modify nouns; the noun is the generic name of a product or service.

**16.** As adjectives, trademarks may not be used in the plural or possessive form.

**17.** An appropriate generic term must appear after the trademark the first time it appears in a printed piece, and as often as is reasonable after that.

**18.** Always spell and capitalize Company's trademarks exactly as they are shown in the Company Trademark List. Do not shorten or abbreviate Company product names. Do not make up names that contain Company trademarks.

#### **PROPER TRADEMARK NOTICE AND ATTRIBUTION**

##### **19. Distribution Within the United States Only**

- a. On product, product documentation, or other product communications that will be distributed only in the United States, use the appropriate trademark symbol (TM, SM, ®) the first time the Company trademark appears in the text of the advertisement, brochure, or other material.
- b. Refer to the Company Trademark List for the correct trademark symbol, spelling of the trademark, and generic term to use with the trademark. Generally, the symbol appears at the right shoulder of the trademark (except the Company Logo, where the logo appears at the right foot).
- c. Include an attribution of Company's ownership of its trademarks within the credit notice section of your product, product documentation, or other product communication.

##### **20. Distribution Outside the United States:**

- a. Do not use trademark symbols on products, product documentation, or other product communications that will be distributed outside the United States.
- b. Use the following international credit notice: \_\_\_\_\_ is a trademark of Crivella Technologies Limited.

## **DEPICTIONS OF COMPANY PRODUCTS**

**21. Endorsement or Sponsorship:** Company does not support the use of its logos, company names, product names, or images of Company products by other parties in marketing, promotional or advertising materials as their use may create the perception that Company endorses or sponsors the product, service or promotion.

**22. Compatibility:** If you are a developer, you may show an image of a Company product in your promotional/advertising materials to depict that your product is compatible with, or otherwise works with, the Company product or technology, provided you comply with the following requirements:

- a. Your product is in fact compatible with, or otherwise works with, the referenced Company product.
- b. The image is an actual photograph of the genuine Company product and not an artist's rendering (Note: You must obtain express written permission from Company before using any photograph owned or licensed by Company).
- c. The Company product is shown only in the best light, in a manner or context that reflects favorably on the Company products and on Company.
- d. The reference to Company does not create a sense of endorsement or sponsorship by, or other false association with, Company or Company products.

For further information with respect to Company's copyrights, please submit your request in writing to [acrivella@crivellatech.com](mailto:acrivella@crivellatech.com).

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Crivella Technologies Limited, 712 Washington Road Pittsburgh, Pennsylvania 15228 USA

Dated: 9/10/2018

## Copyright Rights and Permissions

A copyright can be an original work of authorship including software, mask works, literature, art, music, photographs, videos, etc.

### **Rights and Permissions**

If you have any questions concerning the usage or licensing of Crivella Technologies Limited ("Company") copyrighted materials, for example, photographs, video footage, advertisements or other materials, please submit your detailed request in writing to [acrivella@crivellatech.com](mailto:acrivella@crivellatech.com). Please be sure to include any surrounding copy or text to Company material.

For use of Company copyrighted material in third party works e.g., books or publications, please submit your detailed request to [acrivella@crivellatech.com](mailto:acrivella@crivellatech.com) and include the following:

- Specific image(s) or material for which you are seeking permission
- Surrounding copy or text to the Company material you wish to use in your project
- Publisher, if applicable
- Publishing date (and countries), if applicable
- Title, if applicable
- How Company and its products fit into your project
- Your deadline

If you have any questions concerning the usage or licensing of Company trademarks or general copyright questions, please submit your request to [acrivella@crivellatech.com](mailto:acrivella@crivellatech.com).

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Crivella Technologies Limited, 712 Washington Road Pittsburgh, Pennsylvania 15228 USA

Dated: 9/10/2018

# Crivella

## Exhibit "C"

### Crivella Technologies Limited's Trademarks

A trademark can be a word, phrase, symbol, or design that distinguishes the source of the goods or services. Also, as trade dress, it can be the appearance of a product or its packaging, including size, shape, color, texture, graphics, and appearance (e.g, retail store or website).

When using the marks in publications that will be distributed only in the United States, include the appropriate <sup>TM</sup>, <sup>SM</sup>, or <sup>®</sup> symbol on first use. For publications that will be distributed outside the United States, do not include trademark symbols. Instead use the appropriate trademark attribution notice.

For all publications, include an appropriate generic term after the trademark the first time it appears. Thereafter, the generic term should appear frequently with the trademark.

Trademarks are adjectives and should not be made into verbs or made plural or possessive.

**The absence of a product or service name or logo from this list does not constitute a waiver of Crivella Technologies Limited's trademark or other intellectual property rights concerning that name or logo.**

**The following are Crivella Technologies Limited's trademark or other intellectual property rights concerning name or logo or trademark or other intellectual property rights concerning name to which Crivella Technologies Limited has a right or interest:**

Crivella Technologies Limited	nationalprescriptionopiatelitigationplaintiffportal.com
CrivellaTech	OpioidAddictionTreatment.com
BenchBar Commons	opioidlitigationcenter.com
Scholars Commons	performancehorsecommons.com
Equine Commons	performancehorsecommons.org
KNOWLEDGE KIOSK <sup>®</sup>	riskmanagementcommons.com
Knowledge Kiosk Solutions Limited	scholarscommons.org
CrivellaAnalytics	scholarscommonsinternational.com
	tobaccolitigationcenter.com
attorneycommons.com	totalcasemanagement.com
attorneycommons.org	totalcasemanagement.net
benchbarcommons.com	totalclaimmanagement.com
crivella.com	totalclaimmanagement.net
crivellatech.com	tvmlitigationcenter.com
equinecommons.com	veterinarycommons.com
esi-bot.com	vitalrecordscommons.com
esibot.us	vitalrecordscommons.org
esicrawler.com	
insidelitigation.com	
meshproductslitigationcenter.com	
nationalprescriptionopiatelitigationcenter.com	
nationalprescriptionopiatelitigationmediaportal.com	

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Crivella Technologies Limited, 712 Washington Road Pittsburgh, Pennsylvania 15228 USA

Dated: 09/10/2018

## Procedure for Making Claims of Copyright Infringement

Crivella Technologies Limited ("Company") is registered with the United States Copyright Office as a Service Provider (refer to the Digital Millennium Copyright Act 17 USC 512). If you believe that your work has been copied in a way that constitutes infringement on Company's Web site, please provide the information below.

**To file a copyright infringement notification with us, you will need to send a written communication that includes the following (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):**

- A physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**To expedite our ability to process your request, such written notice should be sent to our designated agent:**

**Mary Geever  
Crivella Technologies Limited  
712 Washington Road  
Pittsburgh, PA 15228  
mgeeever@crivellatech.com**

In addition to the information requested above concerning the nature and content of the alleged infringement, include the following information in your written notice:

URL of Allegedly Infringing Material.

(Required)

Describe the work allegedly infringed.

(Required)

Territories where infringement occurred.

(Required)

Your First Name. (Required)

Your Last Name. (Required)

Your Company Name.

Your Title/Position.

Your Complete Address, include country.

(Required)

Your Phone Number. (Required)

Your Mobile Number.

Your Email Address. (Required)

A statement that "I state UNDER PENALTY OF PERJURY that (choose all of the options)

\_\_\_\_\_ I am the owner, or an agent authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

\_\_\_\_\_ I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

This notification is accurate.

I acknowledge that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages."

Provide your signature, the date of your signature and print your name.

\_\_\_\_\_

Crivella Technologies Limited, 712 Washington Road Pittsburgh, Pennsylvania 15228 USA

Dated: 9/10/2018

# Crivella

## Exhibit "E"

### Crivella Technologies Limited Collection and Use of Personal Information Policy (Privacy Policy)

#### **Collection and Use of Personal Information**

Personal information is data that can be used to identify or contact a single person.

You may be asked to provide your personal information anytime you are in contact with Crivella Technologies Limited (hereinafter “Company”) or a Company affiliated company. Company and its affiliates may share this personal information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, services, content, and advertising. You are not required to provide the personal information that we have requested, but, if you choose not to do so, in many cases we will not be able to provide you with our products or services or respond to any queries you may have.

Here are some examples of the types of personal information Company may collect and how we may use it:

#### **What personal information we collect**

When you create a Company password, register as a user, purchase a product, download a software update, register for a class, contact us or participate in an online survey, we may collect a variety of information, including your name, mailing address, phone number, email address, contact preferences, and credit card information.

When you share your content using Company products, or invite others to participate in Company services, Company may collect the information you provide about those people such as name, mailing address, email address, and phone number. Company will use such information to fulfill your requests, provide the relevant product or service, or for anti-fraud purposes.

#### **How we use your personal information**

The personal information we collect allows us to keep you posted on Company’s latest product announcements, software updates, and upcoming events. If you do not want to be on our mailing list, you can opt out anytime by updating your preferences.

We also use personal information to help us create, develop, operate, deliver, and improve our products, services, content and advertising, and for loss prevention and anti-fraud purposes.

From time to time, we may use your personal information to send important notices, such as communications about changes to our terms, conditions, and policies. Because this information is important to your interaction with Company, you may not opt out of receiving these communications.

We may also use personal information for internal purposes such as auditing, data analysis, and research to improve Company’s products, services, and customer communications.

## **Collection and Use of Non-Personal Information**

We also collect data in a form that does not, on its own, permit direct association with any specific individual. We may collect, use, transfer, and disclose non-personal information (such as occupation, language, zip code, area code, unique device identifier, referrer URL, location, and the time zone) for any purpose including to understand customer behavior and improve our products, services, and advertising.

We may collect information regarding customer activities on our website and from our other products and services. This information is aggregated and used to help us provide more useful information to our customers and to understand which parts of our website, products, and services are of most interest. Aggregated data is considered non-personal information for the purposes of this Privacy Policy.

We may collect and store details of how you use our services, including search queries. This information may be used to improve the relevancy of results provided by our services. We may collect data about how you use our website and other products and services in order to help us improve our application software and service.

If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

## **Cookies and Other Technologies**

Company's websites, online services, interactive applications, messages, and advertisements may use "cookies" and other technologies such as pixel tags and web beacons. These technologies help us better understand user behavior, tell us which parts of our websites people have visited, and facilitate and measure the effectiveness of advertisements and web searches. We treat information collected by cookies and other technologies as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, we also treat these identifiers as personal information. Similarly, to the extent that non-personal information is combined with personal information, we treat the combined information as personal information for the purposes of this Privacy Policy.

Company and our partners may also use cookies and other technologies to remember personal information when you use our website, online services, and applications. Our goal in these cases is to make your experience with Company more convenient and personal.

If you want to disable cookies and go to your browser preferences and then to the privacy pane to manage your preferences. Please note that certain features of the Company website may not be available once cookies are disabled.

As is true of most internet services, we gather some information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring and exit websites and applications, operating system, date/time stamp, and clickstream data.



We use this information to understand and analyze trends, to administer the site, to learn about user behavior on the site, to improve our product and services, and to gather demographic information about our user base as a whole. Company may use this information in our marketing and advertising services.

In some of our messages and on our website, we use a “click-through URL” linked to content on the Company website. When customers click one of these URLs, they pass through a separate web server before arriving at the destination page on our website. We track this click-through data.

### **Within Accounts**

The Account Owner of any Account may view any information submitted by Account Users affiliated with that Account, including but not limited to personal information and any activity through the Account.

### **Disclosure to Third Parties**

At times Company may make certain personal information available to strategic partners that work with Company to provide products and services, or that help Company market to customers.

### **Service Providers**

Company shares personal information with companies who provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in our products and services, and conducting customer research or satisfaction surveys. These companies are obligated to protect your information and may be located wherever Company operates.

### **Others**

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for Company to disclose your personal information. We may also disclose information about you if we determine that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.

We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users. Additionally, in the event of a reorganization, merger, or sale we may transfer any and all personal information we collect to the relevant third party.

### **Protection of Personal Information**

Company takes the security of your personal information very seriously. Company online services, such as the Commons, protect your personal information during transit using encryption such as Transport Layer Security (TLS). When your personal data is stored by

Company, we use computer systems with limited access housed in facilities using physical security measures.

When you use some Company products, services, or applications or post on a Company forum, chat room, or social networking service, the personal information and content you share is visible to other users and can be read, collected, or used by them. You are responsible for the personal information you choose to share or submit in these instances. For example, if you list your name and email address in a forum posting, that information is public. Please take care when using these features.

### **Integrity and Retention of Personal Information**

Company makes it easy for you to keep your personal information accurate, complete, and up to date. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

### **Access to Personal Information**

You can help ensure that your contact information and preferences are accurate, complete, and up to date by logging in to your account. Access, correction, or deletion requests can be made by emailing [acrivella@crivellatech.com](mailto:acrivella@crivellatech.com).

### **Location-Based Services**

To provide location-based services on Company products, Company and our partners and licensees may collect, use, and share precise location data, including your IP Address

### **Third-Party Sites and Services**

Company websites, products, applications, and services may contain links to third-party websites, products, and services. Our products and services may also use or offer products or services from third parties.

Information collected by third parties, which may include such things as location data or contact details, is governed by their privacy practices. We encourage you to learn about the privacy practices of those third parties.

### **Our Companywide Commitment to Your Privacy**

To make sure your personal information is secure, we communicate our privacy and security guidelines to Company employees and strictly enforce privacy safeguards within the company.

### **Outside of the United States**

The information collected by Company is hosted in the United States of America and is subject to U.S. state and federal law. If you are accessing Company products or services from other jurisdictions, please be advised that you are transferring your personal information to us in the United States where data protection and privacy laws may be less stringent than the laws of your country. BY USING OUR PRODUCTS OR SERVICES, YOU CONSENT TO THE TRANSFER AND USE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY.

## **Privacy Questions**

If you have any questions or concerns about Company's Privacy Policy or data processing or if you would like to make a complaint about a possible breach of local privacy laws, please contact us. You can always contact us by phone at 412-561-1900 or at [acrivella@crivellatech.com](mailto:acrivella@crivellatech.com).

All such communications are examined and replies issued where appropriate as soon as possible.

Company may update its Privacy Policy from time to time. When we change the policy in a material way, a notice will be posted on our website along with the updated Privacy Policy.

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Crivella Technologies Limited, 712 Washington Road Pittsburgh, Pennsylvania 15228 USA

Dated: 09/10/2018