

Terms of Use

GENERAL

This Terms of Use Agreement (“Agreement”) governs your access and use of any of the Exertus, Inc. (“Exertus”) web sites located at www.criscasey.com, www.exertusinc.com, www.finditfast.com (the “Sites”). By accessing, browsing, and using any of the Sites, you agree that you have read, understood, and accept this Agreement. Please read it very carefully and let us know if you have any questions. If you do not agree with any of the terms herein, do not use the Sites.

GOVERNING LAW / DISPUTE RESOLUTION

THIS AGREEMENT AND YOUR USE OF THE SITES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. Any claims arising out of the use of the Sites shall be resolved by binding arbitration in Raleigh, North Carolina in accordance with the then-current rules of the American Arbitration Association.

USE OF THE SITE

You may only use the Sites for their intended purpose and solely in accordance with this Agreement. In addition, you may not restrict or inhibit any other person from using or enjoying the Sites. The Sites may contain links to other Internet sites and third-party resources. Exertus is not responsible for either the availability of these outside resources or their content. Exertus may monitor your use of the Sites, but is not obligated to do so. As part of your use of the Sites, you may provide registration information to Exertus. You warrant that all such registration information is accurate and truthful, and you agree to update such information as necessary. You may also be asked to choose or be assigned user names and passwords. You are responsible for maintaining the confidentiality of such information.

INTELLECTUAL PROPERTY

The content of the Sites is protected by law, including without limitation United States copyright law, trademark law, and applicable international treaties. You are granted permission to display, reproduce, distribute, and download the materials on the Sites solely for your own personal, non-commercial use, provided that none of the content is modified and all of Exertus’s legal legends are retained. You may not “mirror” any content contained within the Sites without the express prior written consent of Exertus. Except as stated herein, none of the content may be reproduced, distributed, published, displayed, downloaded, or transmitted in any form by any means without the prior written permission of Exertus or the appropriate copyright owner. Exertus does not grant you any licenses, express or

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TRANSMISSION OF CONTENT

Any material, information or ideas that you transmit to or post to or through the Sites by any means will be treated as non-confidential and non-proprietary, despite any legends to the contrary, and may be used by Exertus for any purpose whatsoever. Notwithstanding the foregoing, all personal information provided by you will be handled in accordance with Exertus's Privacy Policy, which can be found at www.criscasey.com/privacy-statement. You agree to the terms of such Privacy Policy by providing your personal information to Exertus. You are prohibited from posting or transmitting to or through the Sites any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane materials, or any other material that is illegal or could give rise to legal liability under applicable law.

INTERNATIONAL USE

The Sites are controlled and operated by Exertus from within the United States. Exertus makes no representations that materials contained within the Sites are appropriate or available for use in other locations, and access to the Sites from locations where such activity is illegal is prohibited. Those who choose to use the Sites from other locations do so on their own initiative and are solely responsible for compliance with all applicable laws.

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LIMITATION OF LIABILITY

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CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS CONTAINED HEREIN MAY NOT APPLY TO YOU.

MODIFICATIONS

We may change this Agreement by posting a new version of this Agreement on the Sites, and it is your responsibility to review this page periodically. When we do change this Agreement, we will also revise the “last updated” date of the Agreement. Your continued use of the Sites constitutes your agreement to this Agreement and any updates.

TERM AND TERMINATION

This Agreement is effective as of the date of your first access or use of the Sites, and shall remain in effect for the duration of your access or use. This Agreement shall automatically terminate upon your breach of the Agreement.

GENERAL

The state or federal courts sitting in Johnston County, North Carolina shall have exclusive jurisdiction and venue over any dispute arising out of this agreement and sale, and you hereby consent to the jurisdiction of such courts.

This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law.

The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions.

Reasonable attorneys’ fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.

Last Updated: May 5, 2021