

Lucerno Dynamics Website Terms of Use

This Terms of Use Policy (the "**Terms of Use**") describes our current policy regarding the terms and conditions for use of our website (the "**Site**'). By accessing the Site you agree to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this Site.

Overview

This Site is owned by Lucerno Dynamics, LLC ("**Lucerno**", "**we**" or "**us**"). The Site provides information on Lucerno's products and services and does not contain any representation or warranty or similar statement regarding Lucerno and/or the products and services provided by us. As such the content contained on this Site is for information purposes only.

Use License and Restrictions:

Permission is granted to each visitor to use the Site for your informational use only. This is the grant of a license, and a limited right to use and is not a transfer of title, and under this license you may not without authorization from Lucerno: modify or copy the materials; use the materials for any commercial purpose, or for any public display (commercial or non-commercial); attempt to decompile or reverse engineer any software that may be contained on the Site; remove any copyright or other proprietary notations from the materials; or transfer the materials to another person or "mirror" the materials on any other server.

While using the Site, you may not:

- 1. restrict or inhibit any other user from using and enjoying the Site; or
- post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations; or
- 3. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by Us) or engage in spamming or flooding; or
- 4. post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component; or
- 5. post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); or
- 6. upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Site which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; or
- 7. upload, post, publish, reproduce, transmit or distribute in any way any component of the Site itself or derivative works with respect thereto, as the Site is copyrighted as a collective work under U.S. copyright laws.

We have no obligation to monitor the Site. However, you acknowledge and agree that we have the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect ourself or our customers. We will not intentionally monitor



or disclose any private electronic-mail message unless required by law. We reserve the right to remove any information or materials, in whole or in part, that, in our sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms of Use.

This license and your right to use the Site shall automatically terminate if you violate any of these restrictions and may be terminated by us at any time. Upon terminating your use of the Site and our materials, you must destroy any downloaded materials in your possession whether in electronic or printed format that are not your property or information.

Use Via Internet and Via Your Mobile Device:

Use of this Site is electronic via the internet. You are solely responsible for any access to and connection to the Site. We are not responsible for any delay, service interruption or loss of data related to your connection to our Site. You may be able to access the Site through a compatible mobile device or Internet access, which may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees (including message and data rates) as well as the terms of your agreement with your mobile device and telecommunications provider.

Intellectual Property:

We own all right, title and interest in and to the Site and its content, including all intellectual property rights therein. We own all intellectual and proprietary rights in data and information that we aggregate. All rights not expressly granted to you herein are expressly reserved to us and/or third parties.

Modification or use of Site content for any purpose other than as expressly permitted herein or on the Site is strictly prohibited. No right, title, or interest in any such content is transferred to you as a result of accessing it through the Site. Unless otherwise specified, you may not copy, modify, distribute, transmit, display, reproduce, publish, license, create derivative works from, link to or frame in another website, use on any other website, or transfer or sell any proprietary content obtained from the Site, without our written permission. The foregoing prohibition expressly includes, but is not limited to, the practices of "screen scraping" and "data mining."

All trademarks, service marks, and logos ("**Trademarks**") displayed on the Site, with or without attribution, are the registered and/or unregistered trademarks of us or third parties. Nothing in or on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right in or to the Trademarks without our express written permission or the written permission of the applicable third party.

Accuracy of Information on Site; Disclaimer of Warranties:

Please be advised that there are security, access availability, and other risks associated with using open networks such as the Internet. By accessing and using the Site, you expressly assume such risks. While we intend that content in or on the Site is accurate and reliable, errors and inaccuracies may occur. In addition, we may make changes, modifications, additions, deletions and improvements to the content provided herein at any time. Accordingly, we cannot and do not warrant:

- the safety, reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of content on the Site;
- freedom from human and machine errors, omissions, delays, interruptions or losses, including loss of data;
- that the Site and its content is free of infection by viruses, worms, or other code that may harm your computer or system;



- that access to the Site will be uninterrupted or error-free; or
- that defects or inaccuracies will be corrected by a time certain.

THE SITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM THE COURSE OF DEALING OR PERFORMANCE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR ACCESS AND USE OF THE SITE AND ITS CONTENT.

Under no circumstances shall we or our officers, directors, agents, employees, sponsors, or partners be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages, whether based in contract, tort or otherwise, arising out of or relating in any way to your access or use of the Site or its content, even if we have been advised of the possibility of such damages. Your sole remedy for dissatisfaction with the Site or its content is to stop using the Site and the content.

Indemnification:

You agree to defend, indemnify and hold us and our affiliates, officers and employees harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, related to you, or arising in any way from your use of the Site or the placement or transmission of any message, information, software or other materials through the Site by you or users of your account or related to any violation of these Terms of Use by you or users of your account.

Modifications:

We may revise these Terms of Use for the Site at any time without notice. By using this Site, you are agreeing to be bound by the then current version of the Terms of Use.

Governing Law:

These terms and conditions are governed by and shall be construed in accordance with the laws of North Carolina and you irrevocably submit to the exclusive jurisdiction of the courts in that State for any dispute arising from or related to the Terms of Use and your use of the Site.

Contact Information and Opt-Out Procedures:

If You have any questions regarding this Policy, we encourage you to contact us at info@lucerno.com.

Approved By:

(CO-221) CHG-DCO-2023-012a

Description

Release website terms of use

Justification

release revision

Assigned To:	Initiated By:	Priority:	Imj	pact:	
Josh Knowland	Josh Knowland	Low	Minor		
Version History:					
Author	Effective D	ate	CO#	Ver.	Status
Josh Knowland	May 30, 202	May 30, 2023 9:44 AM EDT		1	Published
Tonia Bryant	May 23, 201	May 23, 2019 8:00 PM EDT		0	Superseded