

## TERMS OF SERVICE FOR CRE-DENSE

### Welcome to CRE-Dense Upload, Inc.

This site is produced by CRE-Dense Upload, Inc. These Terms of Service contain important information that governs our website. Please read them carefully. This agreement is a contract between you and CRE-Dense Upload, Inc. If you are an individual you must be a resident of the United States or one of its territories and must be at least 18 years old. CRE-Dense Upload, Inc., provides the CRE-Dense Site and related services (together referred to as the "Site") subject to your compliance with these Terms of Service ("TOS"). By using the Site, you agree to be bound by the terms and conditions set forth below, the Legal Notices and the Privacy Policy. If you do not wish to be so bound, please exit the Site now.

Certain terms are defined herein, but others have the meanings provided below:

- “CRE-Dense”, “CREdense”, and “CRE-Dense Upload”, means CRE-Dense Upload, Inc., and any subsidiaries that CRE-Dense may form or acquire in the future).
- We also refer to CRE-Dense as “we”, “us” and “our”.
- “System” and “Platform”, “Website”, and “CRE-Dense Sites”, we mean cre-denseupload.com, <https://cre-denseupload.com>.
- The terms “you”, “your” and similar terms in these TOS refer to you, the user of the System.

Your sole recourse for dissatisfaction with the Site, or any products, services, content, or information available on or through the Site, is to stop using the Site. CRE-Dense reserves the right to amend the TOS from time to time by updating this page. Your continued use of the Site will indicate your acceptance of the revised TOS. Please bookmark this page and periodically review it for updates, to ensure that you are familiar with the most current version of our TOS.


As used in these TOS, the term "Affiliates" refers to CRE-Dense’s owners, subsidiaries, affiliated companies, suppliers, partners, sponsors, and advertisers, and includes without limitation all parties involved in creating, producing, and/or delivering the Site and/or its contents.

**PLEASE READ TOS CAREFULLY BEFORE YOU ACCESS AND/OR USE OUR PLATFORM. IF YOU DO NOT AGREE TO THESE TOS, INCLUDING ANY FUTURE MODIFICATIONS, YOU SHALL (1) NOT ACCESS OR USE CRE-DENSE SITES, (2) CEASE OF USING THE SYSTEM IMMEDIATELY, AND (3) CLOSE OUT THE CRE-DENSE SITE. BY USING ANY PART OF THE CRE-DENSE SITE YOU ARE DEEMED TO HAVE ACCEPTED, AGREED TO, AND AGREED TO BE BOUND BY THESE TERMS OF USE IN THEIR ENTIRETY.**

## **Intellectual Property Information and Limited License**

**You acknowledge and agree that, as between CRE-Dense and you, CRE-Dense owns all right, title, and interest in and to all proprietary and other intellectual property rights in and to the Platform.** The platform contains certain protected materials such as trademarks, copyrights, and other proprietary information and intellectual property of CRE-Dense and its licensors. You may not copy, modify, publish, transmit, distribute, display, sell any such protected materials or information without CRE-Dense written consent. You acknowledge and agree that all trademarks, service marks, and logos used on the system are sole property of CRE-Dense Upload. All content created by CRE-Dense Upload, such as texts, logos, graphics, images, java script code, HTML code and other software, is exclusively our property. You have no right or license, and nothing in these Terms of Service is intended to grant you any such right or license, to use any trademark, service mark, logo, or any other proprietary information or protected materials on or part of the system.

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CRE-Dense and  are trademarks of CRE-Dense in the United States and other countries. All other trademarks are trademarks or registered trademarks of their respective owners. It is illegal to use any trademark, service mark, logo, and/or trade name of CRE-Dense or its Affiliates without express permission.

Subject to TOS, CRE-Dense Upload grants you a limited revocable, non-exclusive, nontransferable, non-sublicensable license access and make personal use of CRE-Dense site and components, service, product, function of platform for which you have paid the applicable fee as determined by CRE-Dense in its sole discretion; however, this limited license shall terminate immediately, and you shall cease all access to and use of the Platform and your account, upon termination, suspension, or deletion by CRE-Dense of your account or access to the platform. CRE-Dense has the right to terminate, suspend, or delete your account or access to the platform in its sole discretion without liability or notice to you. This limited license does not include any resale or commercial use of the platform, any portion thereof of the system; any scrapping or extraction of data or other information on the system and website, and all such activities are strictly prohibited.

## **Information and Resources on the Site**

While CRE-Dense works hard to include accurate and up-to-date information in the Site, CRE-Dense and its Affiliates: (a) make no warranties or representations as to the completeness, accuracy, currency, or availability of anything available (or intended to be available) on or through the Site; and (b) assume no liability or responsibility for any errors or omissions in the content of the Site (regardless of the cause) or for any resulting damages. Under no circumstances will CRE-Dense or its Affiliates be liable for any loss or damage caused by your reliance on information obtained on or through the Site. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available on or through the Site. Neither CRE-Dense nor any of its Affiliates shall be liable for any direct, incidental, consequential, indirect, or punitive damages, whether under any contract, negligence, strict liability, or other theory, arising out of or in connection with: (a) your access to, or use of, the Site; (b) any products, services, information, activities, and/or materials available on or through the Site; (c) any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy found in or through the Site, regardless of its origin; (d) any breaches of security involving the Site or your account, or any lack of availability or operational problem of the Site; or (e) any viruses or other code that may affect your computer equipment or other property as a result of your use of the Site.

Without limiting the foregoing, everything available on or through the Site is provided to you "AS IS," without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Any warranty that is provided in connection with any products, services, materials, or information available on or through the Site from a third party is provided solely by such third party, and not by CRE-Dense or any of its Affiliates. In no event shall liability to you arising from any acts or omissions in connection with the Site exceed the average monthly amount paid by you for use of the Site during the twelve-month period preceding the incident giving rise to the claim for damages.

### **Visitor Conduct**

You represent and warrant that your use of the Site will comply with any and all applicable local, state, and federal laws and regulations, and you are solely responsible for ensuring that your use of the Site is in compliance with such applicable laws or regulations. You agree not to restrict or inhibit any other user from using and enjoying the Site. This includes, without limitation: (a) using, or attempting to use, any account without the user's permission, (b) obtaining or soliciting another person's password or other personal information under false pretenses, or (c) impersonating another user or otherwise misrepresenting yourself to CRE-Dense, our Affiliates, the Site's systems, or other entities. Impersonation of CRE-Dense personnel is grounds for immediate termination of access and your user account without notice.

### **Interfering with the operation of the Site**

You represent and warrant that you will not interfere or attempt to interfere with the operation of the Site. This includes, without limitation: (a) interfering with, defeating, or circumventing

any security function of the Site, or attempting to do so, or (b) accessing, or attempting to access, any portion of the Site that you are not authorized to access. Unauthorized access or an attempt to gain unauthorized access can subject you to civil and criminal penalties.

You further represent that you will not:

- (a) Post, store, or transmit any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, profane, or otherwise objectionable (as determined by CRE-Dense) information or material, or any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
- (b) Post or transmit any advertising, promotion, or solicitation of goods or services for commercial purposes except in any areas of the Site specifically designated for such purposes;
- (c) Misuse any e-mail function available on or through the Site; (this includes, without limitation: (i) sending unsolicited commercial e-mail to any account that causes complaints from the recipients, (ii) continuing to send commercial e-mail to a recipient if recipient has requested that you discontinue such communication, (iii) sending bulk e-mails, "spam" chain letters, "mail bombs," or other disruptive transmissions, or (iv) forging message headers or otherwise concealing an e-mail address or preventing others from responding to a message, or attempting to do so);
- (d) Use the Site to post, store, or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
- (e) Use the Site to post, store, or transmit materials in violation of another party's copyright or other intellectual property rights; or
- (f) Use the Site for any unlawful purposes; or modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile, or disassemble any portion of the Site.

You are solely responsible for determining whether any material you post, store, or transmit is subject to a third party's rights.

CRE-Dense may refuse to post, or may remove at any time, any information or material, in whole or in part, that CRE-Dense determines is unacceptable, offensive, or in violation of these TOS. CRE-Dense will cooperate with law enforcement authorities or court orders directing CRE-Dense to disclose the identity of anyone posting any such information or materials. CRE-Dense may immediately terminate or limit without notice any individual's use of all or portions of the Site and/or such user's account(s) in the event of any conduct by such user that CRE-Dense in its sole discretion, considers to be unacceptable, or in the event of any breach by such user of these TOS. Such termination may occur without notice to the user.

## **Personal Information**

**Your use of CRE-Dense Upload is subject to our Privacy Policy.** You may be asked to supply certain personal information, which may include credit card or other payment information, to use certain parts of the Site. CRE-Dense will treat all personal information as described in our Privacy Policy. All personal information that you provide must be accurate, complete, and current. Please note that while we request that the companies with which we do business observe the guidelines of our Privacy Policy, we cannot be responsible for what they do with personal information that you provide.

### **Account Registration**

To use CRE-Dense Platform, you are required to register and set up an account. Your full legal name, phone number, valid email address, and a password will be required for registration.

**By registering an Account, Accessing, or using the platform, or otherwise signing, agreeing to, and accepting these TOS, by click and accept that is required by CRE-Dense Upload.** You accept and agree, and affirmatively and voluntarily consent, (i) to these Terms of Use; (ii) that we may provide you with all electronic disclosures, notices, documents, and other information required by law to be provided to you in writing, as well as all other documents, notices disclosures, communications, and information that we may provide to you; (iii) that electronic agreements, consents, authorizations, instructions, and other documents shall be given full force and effect, and shall be binding to on you, as if they were your original, hand-executed agreements, consents, and other documents; (iv) that your registration of an account, access and use of the platform, agreeing to and accepting TOS, by click and accept; (v) that these TOS and click and accept, you accept and agree these TOS.

### **Passwords**

All accounts are password protected. When you create an Account, you will be required to create a unique password. You shall not disclose your username or password to any third party or permit any third party to use your username or password. You are responsible and liable in maintaining the confidentiality of your account's username and password, as well as any activity that occurs in using your account. You should notify immediately CRE-Dense if you have any suspicion or knowledge that an unauthorized party is accessing your account or has otherwise obtained your password in an unsolicited phone call or email. You may change your password at any time. You acknowledge and agree that CRE-Dense Upload shall not be responsible or liable for any unauthorized access to use your account, data, content, which is caused by disclosure or loss, voluntary or involuntary, by you of your username and password.

### **Further Terms**

CRE-Dense may at any time, without prior notice: (a) cancel any user registration or account, or deny or limit any user's access to all or portions of the Site, (b) change or eliminate any component of the Site, and (c) impose, remove, or change any fees or charges for use of the Site or any feature thereof.

Although Cre-dense attempts to ensure the listing of accurate and up-to-date prices, offers, and other information, we will not be responsible for typographical or other errors, regardless of their cause.

Software available on or through the Site may be subject to United States Export Controls. No software from this Site may be downloaded or exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

You are solely responsible for maintaining the confidentiality of your account information and any password(s), and must immediately notify CRE-Dense of any unauthorized use of your account.

Although the Site may be accessible worldwide, not all products, services, or information referenced in the Site are available to all persons in all geographic locations or jurisdictions. CRE-Dense reserves the right to limit in its sole discretion, the availability of the Site and/or the provision and quantity of any product, service, and/or information to any person, geographic area, or jurisdiction it so desires. Any offer for any product, service, and/or information made in connection with the Site is void where prohibited by law.

Nothing contained in these TOS shall be construed to limit the actions or remedies available to CRE-Dense or its Affiliates with respect to any prohibited activity or conduct. Non-enforcement of any of these TOS does not constitute consent or waiver, and CRE-Dense reserves the right to enforce such term at its sole discretion.

You agree to indemnify, defend, and hold harmless CRE-Dense, its officers, directors, shareholders, Affiliates, employees, and agents against any and all claims, damages, costs, or other expenses that arise directly or indirectly from: (a) your breach of this Agreement, (b) your activities in connection with the Site, or (c) any other matter for which you are responsible hereunder or under law.

### **Updates**

We may update TOS from time to time by notifying you of changes by any reasonable means, including by posting revised Terms of Service through CRE-Dense Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Services incorporating the changes and/or notifying you of such changes. By continuing to use or access CRE-Dense site after we have posted a change, you accept the updated Term of Service.

**To access and use CRE-Dense Site and to access and retain the electronic records, you must have access to a computer with the following hardware and software requirements:**

- Computer or Tablet: Windows/Mac/Linux operating system.
- Web browser: IE11; Edge 13, Firefox, Chrome 45, Safari 9, iOS Safari 8.4, Android Browser, Chrome for Android. Anything higher will work as well.

If we change the platform requirements that are needed to access and use CRE-Dense Site, we will provide you with a statement of revised requirements by posting a copy to the website.

### **Prohibitions and other restrictions**

You shall not, under any circumstance

- Modify, adapt, translate, or reverse engineer any portion of the platform, or use any robot, tools, spider, sites search/retrieval application, or other device, software, application, or means or method to scrape, retrieve, copy, reproduce, circumvent, or extract data or other information on or from the platform.
- Reformat or frame any portion of the platform.
- Avoid, remove, deactivate, impair any technological measure protecting the platform.

### **Dispute Resolution by Binding Individual Arbitration**

#### **Important Notice:**

Any dispute involving you and CRE-Dense shall be resolved through individual arbitration. This means that you and CRE-Dense are each giving up our rights to sue each other in court or in class actions of any kinds, due to the mandatory arbitration provision.

### **Miscellaneous**

These TOS shall be governed by the laws of the State of Texas exclusive of its choice of law rules, and without regard to the United Nations Convention on the International Sales of Goods. Any action to be brought in connection with these TOS or the Site shall be brought exclusively in the state or federal courts located in the State of Texas, United States of America, and you irrevocably consent to the jurisdiction of such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any provision of these TOS is held to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary to keep these TOS otherwise in full force and effect.