ALVARADO CONSULTING GROUP

PLATFORM TERMS OF USE

Last Modified: August 2022

These Platform Terms of Use are entered into by and between you (either as an individual or on behalf of the legal entity you represent) and The Alvarado Consulting and Treatment Group, ACG ("[Owner]"). The following terms and conditions, together with any documents or other terms and conditions or agreements expressly incorporated by reference (collectively, the "Terms of Use"), constitute a legally binding agreement between you, or any company you represent (collectively, "You," "you," or "User"), and [Owner]. The Terms of Use govern all access to and use of the www.alvaradoconsultinggroup.com website (the "Website"), any Alvarado Consulting and Treatment Group mobile or desktop apps (the "Apps"), and any content, functionality, technology solutions, applications, software and services offered on or through the Website or Apps, including the ability to transact with and make donations to organizations through the Website or Apps (the "Services"), whether as a guest or a registered user. For purposes of the Terms of Use, the Website, Apps and Services are collectively referred to as the "Platform".

1. Acceptance of the Terms of Use and Service.

Please read the Terms of Use carefully before you start to use the Platform. **By using the Platform in any way (including by viewing or browsing the Website, using the Apps, subscribing to Services, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and the Privacy Policy, found at www.alvaradoconsultinggroup.com/privacy and incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

This Platform is offered and available to users who are 16 years of age or older. By using the Platform, you represent and warrant that you are at least 16 years of age. If you do not meet this requirement, you must not access or use the Platform. .If You are 16 or older but younger than 18, then You may access and use the Platform, only if Your parent or guardian accepts this Agreement on Your behalf. If You are a parent or guardian agreeing to this Agreement for the benefit of a child age 16 or older but under 18, then You agree You will be solely responsible for all access to and use of the Platform.

2. Changes to the Terms of Use.

ACG may revise and update the Terms of Use from time to time in its sole discretion. All changes are effective immediately when ACG posts them and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Platform.

Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

3. Accessing the Platform and Account Security.

ACG reserves the right to withdraw or amend the Platform, and any Services or material provided on the Platform, in ACG's sole discretion without notice. ACG will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, ACG may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Platform.

- Ensuring that all persons who access the Platform through your internet connection are aware of the Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current and complete. You agree that all information you provide to register with the Platform, post on the Platform, or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by the Privacy Policy, and you consent to all actions ACG takes with respect to your information consistent with the Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of ACG security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user name, password or other security information. You will be responsible for all activities that occur under that password. You agree to notify ACG immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You also represent and warrant that: (i) you will not select or utilize a user name (including an email address used as a user name) of another person with intent to impersonate that person; (ii) you will not select or utilize a user name in which another person has rights, if you do not have that person's authorization to use such name; and (iii) you will not select or utilize a user name that ACG in its sole discretion deems offensive.

ACG has the right to disable any user name, password or other identifier, whether chosen by you or provided by ACG, at any time in its sole discretion for any or no reason, including if, in ACG's opinion, you have violated any provision of the Terms of Use.

4. <u>Intellectual Property Rights</u>.

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

The Terms of Use permit you to use the Platform, including all Services, solely for your personal, non-commercial use only. If you wish to make commercial use of the Platform, or any of the materials accessed through the Platform, or wish to make materials public in any way, you must enter into a Services or other license agreement with ACG or otherwise obtain prior express written consent from ACG. Without limiting the generality of the foregoing, the following are types of uses that ACG expressly defines as falling outside of "non-commercial use": the sale or rental of (1) any part of the Platform, including the Services and any communications received via the Services; (2) any derivative works based at least in part on the Platform and Services; and (3) any collective work that includes any part of the Platform, including the Services and any communications received via the Services. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display

enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use, or for legitimate business purposes relating to your role as a potential or current supplier or customer of ACG, and not for further reproduction, publication or distribution.

- As for any App, you may download a single copy to your computer or mobile device solely for your own use, subject to the Terms of Use, license or other services agreement for such App.

You must not:

- Modify copies of any materials from the Platform, including the Services.

- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform.

Except as otherwise agreed to between you and ACG, you must not access or use for any commercial purposes any part of the Platform or any Services or materials available through the Platform.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: info@alvaradoconsultinggroup.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at ACG's option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform or provided by the Services is transferred to you, and all rights not expressly granted are reserved by ACG. Any use of the Platform not expressly permitted by the Terms of Use is a breach of the Terms of Use and may violate copyright, trademark and other laws.

5. Trademarks.

The ACG name, ACG logos, and all related names, logos, product and service names, designs and slogans, are trademarks of ACG or its affiliates or licensors. You must not use such marks without the prior written permission of ACG. All other names, logos, product and service names, designs and slogans on the Platform are the trademarks of their respective owners.

6. Prohibited Uses.

You may use the Platform, including the Services, only for lawful purposes and in accordance with the Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

- To impersonate or attempt to impersonate ACG, a ACG employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by ACG, may harm ACG or users of the Platform or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.

- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.

- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without ACG's prior written consent.

- Use any device, software or routine that interferes with the proper working of the Platform.

- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.

- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

- Copy, modify or create derivative works of any portion of the Platform, except as expressly permitted by the Terms of Use; Modify, translate, adapt, or otherwise create updates, upgrades, bug fixes, patches, other error corrections, and/or new features ("Updates") or derivative works, whether or not patentable, of the Platform.

- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof.

- Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform, or any copy thereof.

- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform, or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time.

- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform.

- Access or use any portion of the Platform for purposes of competitive analysis, the development, provision or use of a competing software, service or product or any other purpose that is to the [Owner]'s detriment or commercial disadvantage.

- Otherwise access or use the Platform beyond the scope of the authorization granted under the Terms of Use.

- Otherwise attempt to interfere with the proper working of the Platform.

7. <u>User Content</u>.

The Platform may allow Users to post, submit, publish, display or transmit to other users or other

persons content or materials, including images, sound recordings, videos and other images, text and content (collectively, "User Content") on or through the Platform.

All User Content must comply with the Content Standards set out in the Terms of Use. Except as otherwise agreed, any User Content you post to the Platform will be considered non-confidential and non-proprietary. By providing any User Content on the Platform, you grant ACG and its affiliates and service providers, and each of their and ACG's respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Content and have the right to grant the license granted above to ACG and ACG's affiliates and service providers and each of their and ACG's respective licensees, successors and assigns, and otherwise use the User Content relating to your use of the Platform.

- All of your User Content is truthful, accurate, appropriate and complies with applicable law.

- All of your User Content does and will comply with the Terms of Use.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not ACG, has full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

ACG is not responsible, or liable to any third party, for the content, accuracy and use of any User Content posted by you or any other user of the Platform.

8. <u>Monitoring and Enforcement; Termination</u>.

[Owner] has the right to:

- Remove or refuse to post any User Content for any or no reason in its sole discretion. ACG may add, change, discontinue, remove, edit or suspend such User Content at any time for any reason without notice to you, without your permission, and without liability.

- Take any action with respect to any User Content that ACG deems necessary or appropriate in ACG's sole discretion, including if ACG believes that such User Content violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public or could create liability for ACG.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.

- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, ACG has the right to fully cooperate with any law enforcement authorities or court order requesting or directing ACG to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS ACG AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW

ENFORCEMENT AUTHORITIES.

However, ACG cannot and does not undertake to review all material before it is posted on the Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, ACG assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. ACG has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Content Standards.

These content standards ("the "Content Standards") apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be **in** conflict with these Terms of Use and ACG's Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by ACG or any other person or entity if this is not the case.

10. Copyright Infringement.

If you believe that any User Content of other users violate your copyright, please see ACG's Copyright Policy set forth below for instructions on sending ACG a notice of copyright infringement. It is the policy of ACG to terminate the user accounts of repeat infringers.

11. Reliance on Information Posted.

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

The Platform may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting

services. All statements and/or opinions expressed **in** these materials, and all articles and responses to questions and other content, other than the content provided by ACG are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ACG is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

12. Changes to the Platform.

ACG may update the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and ACG is under no obligation to update such material. ACG may also modify or delete in their entirety certain features and functionality. You agree that ACG has no obligation to provide any updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet either:

(a) the Platform will automatically download and install all available Platform updates; or

(b) you may receive notice of or be prompted to download and install available Platform updates.

Users shall promptly download and install all Platform updates and acknowledge and agree that the Platform or portions thereof may not properly operate should you fail to do so. You further agree that all updates will be deemed part of the Platform and be subject to all terms and conditions of the Terms of Use.

13. Information About You and Your Visits to and Use of the Platform.

All information ACG collects via the Platform, including the Services, is subject to ACG's Privacy Policy. By using the Platform, you consent to all actions taken by ACG with respect to your information in compliance with the Privacy Policy.

14. Services Agreement and Other Terms and Conditions.

To the extent you enter into a services agreement with ACG the services will be governed by the terms of that services agreement. Additional terms and conditions may also apply to specific portions, services or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

15. Linking to the Platform and Social Media Features.

You may link to the homepage at www.alvaradoconsultinggroup.com, provided you do so in a way that is fair and legal and does not damage ACG's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on ACG's part without ACG's express written consent.

The Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Platform.
- Send e-mails or other communications with certain content, or links to certain content, on the Platform.
- Cause limited portions of content on the Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by ACG and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions ACG provides with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.

- Cause the Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the Platform that is inconsistent with any other provision of the Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with ACG in causing any unauthorized framing or linking immediately to cease. ACG reserves the right to withdraw linking permission without notice.

ACG may disable all or any social media features and any links at any time without notice in ACG's discretion.

16. Links from the Platform.

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. ACG has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

17. Geographic Restrictions.

The owner of the Platform, ACG is based in the United States. ACG makes no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. If you are visiting the Platform or using the Services from another country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your registration or personal information) across international boundaries. By visiting the Platform, or using the Services, and/or communicating electronically with ACG you consent to such transfers. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

18. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND THAT ACG AND ITS LICENSORS CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE PLEDGE PER WIN PLATFORM, INCLUDING THE SERVICES AND APPS, WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO PLEDGE PER WIN PLATFORM FOR ANY RECONSTRUCTION OF ANY LOST DATA. ACG WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLEDGE PER WIN PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLEDGE PER WIN PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLEDGE PER WIN PLATFORM, INCLUDING ITS CONTENT AND ANY

SERVICES, APPS, OR OTHER ITEMS OBTAINED THROUGH THE PLEDGE PER WIN PLATFORM, IS AT YOUR OWN RISK. THE PLEDGE PER WIN PLATFORM, INCLUDING ITS CONTENT, ANY APPS, AND ANY SERVICES, OR ITEMS OBTAINED THROUGH THE PLEDGE PER WIN PLATFORM, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ACG NOR ANY PERSON ASSOCIATED WITH ACG MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, TIMELINESS OR AVAILABILITY OF THE PLEDGE PER WIN PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER ACG NOR ANYONE ASSOCIATED WITH ACG REPRESENTS OR WARRANTS THAT THE PLEDGE PER WIN PLATFORM, ITS CONTENT, APPS OR ANY SERVICES, OR OTHER ITEMS OBTAINED THROUGH THE PLEDGE PER WIN PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLEDGE PER WIN PLATFORM OR ANY SERVICES, APPS, OR OTHER ITEMS OBTAINED THROUGH THE PLEDGE PER WIN PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

ACG HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

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

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THE PLEDGE PER WIN PLATFORM IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER CONTENT TO ACG AND BY POSTING INFORMATION ON THE PLEDGE PER WIN PLATFORM, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND ACG OTHER THAN PURSUANT TO THESE TERMS OF USE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD ACG OR ANY THIRD-PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER.

19. <u>Limitation on Liability</u>.

EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT WILL ACG ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLEDGE PER WIN PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT OR SERVICES OR APPS AVAILABLE THROUGH THE PLEDGE PER WIN PLATFORM, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLEDGE PER WIN PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IF YOU ARE DISSATISFIED WITH THE PLEDGE PER WIN PLATFORM, YOU DO NOT

AGREE WITH ANY PART OF THE TERMS OF USE OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST ACG ANY THIRD-PARTY PROVIDER OR ANY USER OF THE PLEDGE PER WIN PLATFORM, WITH RESPECT TO THESE TERMS OF USE, OR THE PLEDGE PER WIN PLATFORM, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST ACG IS TO DISCONTINUE USING THE PLEDGE PER WIN PLATFORM. IN ALL EVENTS, ACG'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE PLEDGE PER WIN PLATFORM, ANY SERVICES, OR THE APPS, IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO ACG IN THE THREE (3) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

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

20. Indemnification.

You agree to defend, indemnify and hold harmless ACG its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Content, any use of the Platform's content, Services, other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platform.

21. Governing Law and Jurisdiction.

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

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platform, including the Apps and Services obtained through the Platform, shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City and County of Denver, although ACG retains the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant location. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

22. Arbitration.

(a) Scope, Governing Rules. Any controversy or claim arising out of or relating to the Terms of Use, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules").

(b) Authority of Tribunal, Judicial Review. The award rendered by the arbitrator shall be final and non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction.

(c) Selection of Tribunal. There shall be one arbitrator agreed to by the parties within twenty

(20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules.

(d) Seat of Arbitration. The seat or place of arbitration shall be Denver, Colorado, USA, and the Parties waive any objection to arbitration taking place in Denver.

23. Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLEDGE PER WIN PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

24. Waiver and Severability.

No waiver by ACG of any term or condition set forth in the Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ACG to assert a right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

If any provision of the Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited

to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

25. Entire Agreement.

The Terms of Use, Privacy Policy, any other service agreements between You and ACG (including the Terms of Service), and any other documents referenced in the Terms of Use, constitute the sole and entire agreement between you and ACG with respect to the Platform, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

26. Your Comments and Concerns.

The Platform is operated by ACG

All notices of copyright infringement claims should be sent to the copyright agent designated in ACG's Copyright Policy as set forth below in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: info@alvaradoconsultinggroup.com.

Copyright Policy

REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

ACG takes claims of copyright infringement seriously. ACG will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Platform infringe your copyright, you may request removal of those materials (or access to them) from the Platform by submitting written notification to ACG copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Platform, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow ACG to locate that material.
- Adequate information by which ACG can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

ACG's designated copyright agent to receive DMCA Notices is:

NAME: Juli Alvarado DMCA Agent [Owner]

ADDRESS: PO Box 1900 Glenwood Springs, CO 81602

EMAIL:info@alvaradoconsultinggroup.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(e) of the DMCA.

COUNTER-NOTIFICATION PROCEDURES

If you believe that material you posted on the Platform was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with ACG (a "Counter-Notice") by submitting written notification to ACG's copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

• A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.

• A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows ACG to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(±) of the DMCA.

REPEAT INFRINGERS

It is ACG's policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.