

**Cretex Companies**  
**TERMS OF USE**  
**Last Updated: February 15, 2019**

**1. Your Acceptance**

Welcome to the Cretex Companies websites (including RMS, RMS Surgical, JunoPacific, Spectralytics, Meier, QTS, RMS Connectors, Cretex Materials, Cretex Specialty Products, and Elk River Machine Company, collectively referred to in this Terms of Use as “Cretex Companies,” “Cretex,” “we,” or “our”). These Terms of Use (“TOU”) apply to Your visits to the Cretex Companies’ websites and Your access to any associated Content (as defined below), such as email feeds, feeds through apps, and other related services provided by Cretex (collectively the “Service”), but do not include other websites which are linked to/from the Service; those linked websites may be governed by different agreements.

By using and/or visiting the Service, the person or entity using the Service (“You”) signify (a) that You have read and understood these TOU (which include the [Privacy Policy](#)); and (b) that these TOU have the same force and effect as a signed agreement. The Service is provided by Cretex Companies, a company registered in Minnesota, with a principal place of business at 311 Lowell Ave NW, Elk River, Minnesota 55330.

If You are accepting this agreement on behalf of Your employer, You affirm that You have the authority to accept this agreement on its behalf. You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, warranties, and indemnification set forth in these TOU, and to abide by and comply with these TOU.

ATTENTION: PLEASE READ OUR [PRIVACY POLICY](#) CAREFULLY BEFORE USING THE SERVICE. ACCESSING ANY PART OF THE SERVICE OR CONTENT INDICATES THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TOU AND RELATED POLICIES IN FULL. IF YOU DO NOT ACCEPT THE TOU AND RELATED POLICIES, DO NOT USE, ACCESS, OR DOWNLOAD MATERIALS FROM THE SERVICE AND LEAVE THE SERVICE IMMEDIATELY.

We reserve the right to modify or discontinue the Service (or any portion of the Service), temporarily or permanently, with or without notice to You, and are not obligated to support or update the Service. YOU AGREE THAT CRETEX COMPANIES SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY IN THE EVENT THAT WE EXERCISE OUR RIGHT TO MODIFY OR DISCONTINUE THE SERVICE (OR ANY PORTION OF THE SERVICE). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to these TOU.

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THE TOU. We may change these TOU at any time. Please review the TOU each time You visit the Service. If we have Your email address, we will notify You of material changes to the TOU via email. If we do not have Your email address, we will update this page to reflect any changes to the TOU.

These TOU include a disclaimer of warranties, a disclaimer of liability, a class action waiver, as well as a release and indemnification by You, in Sections 1, 3, 7, 8, 11-13, and 18. Please review those sections (and all other terms) carefully.

## **2. Privacy Policy**

Our Privacy Policy describes the information Cretex collects when You and others use the Service. It also describes how Cretex uses any personal information You share with it. The Privacy Policy is part of these TOU. By agreeing to these TOU, You are also consenting to our use of Your personal information in accordance with our Privacy Policy. Please click here to review our [Privacy Policy](#).

## **3. Links to and from the Service**

The Service may contain links to third-party websites and online services (such as social media sites) that are not owned or controlled by Cretex. Cretex has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or online services, and You access and use these websites or online services solely at Your own risk. These links are provided for Your reference and convenience only, and do not necessarily imply any endorsement, sponsorship or recommendation of the material on these third-party websites or online services or any association with their operators. In addition, Cretex will not and cannot control or edit the content of any third-party website or online service. BY USING THE SERVICE, YOU EXPRESSLY RELEASE CRETEX, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, AND SUPPLIERS (COLLECTIVELY "THE CRETEX PARTIES") FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE OR ONLINE SERVICES AND FROM ANY LOSS OR DAMAGE OF ANY SORT YOU MAY INCUR FROM DEALING WITH ANY THIRD-PARTY. Accordingly, we encourage You to be aware when You leave the Service and to read the terms and conditions of use for each other website or online service that You visit.

Except as You have otherwise agreed with Cretex in writing, You may link to the Service from Your website, subject to the following: (1) You may not frame the Service or any portion of the Service; (2) You will not override or hinder the functionality of an end-user's web browser's "back" function; (3) the link must be identified using a plain text rendering of the Cretex name and not any Cretex logo; (4) You may not use any Cretex logo in any way; (5) You may not use the link in any way that suggests that Cretex is associated with or endorses You or Your website; (6) the link may not appear on any website that a reasonable person may consider obscene, defamatory, harassing, offensive or malicious, and may not be presented in any way that disparages Cretex or damages its rights, reputation, or goodwill; and (7) we may terminate Your right to link to the Service at any time for any reason or no reason.

## **4. Restrictions on Use of Service**

In Your use of the Service, You will not:

- use the Service for any purpose other than for using the features we intentionally make available to You;
- upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or other form of solicitation;
- post, transmit or submit any information that Cretex, in its sole discretion, determines is confidential (including social security or alternate national identity numbers, sensitive personal information, non-public phone numbers or non-public email addresses), false,

misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, offensive, inflammatory, scandalous, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law;

- upload, download, post, email or otherwise transmit any material that may infringe copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any party;
- copy, download or distribute any part of the Service in any form or medium without the prior written authorization of Cretex;
- alter, modify or make derivative works from any part of the Service without the prior written authorization of Cretex;
- provide false personal information of anyone other than Yourself without permission;
- use web crawlers, web robots, web scutters, ants, automatic indexers, bots, worms, and other such devices in connection with the Service; provided, however, that general purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Service are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent;
- use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service;
- obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Service;
- impersonate or misrepresent any person or entity or Your affiliation with someone else;
- remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Service; or
- post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Service.

## **5. Intellectual Property**

Everything You see, hear, or otherwise experience on the Service, including but not limited to the graphics, videos, audio recordings, text, software, photographs, scripts, software screens, design elements, artwork, templates, layout designs, interactive features and the like, the concepts and ideas underlying the Service, and all statistical, analytical, and other data captured by or through the Service (collectively, "Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Cretex, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Cretex owns the copyright in the selection, coordination, arrangement and enhancement of the Content. Any unauthorized use of any materials on

the Service or use of the Marks may violate copyright, trademark, and other laws. **CRETEX, CRETEX MATERIALS, CRETEX SPECIALTY PRODUCTS, ELK RIVER MACHINE COMPANY, JUNOPACIFIC, MEIER, QTS, RMS, RMS CONNECTORS, RMS SURGICAL, SPECTRALYTICS**, and the logos associated with each company are trademarks of Cretex.

For Your personal use, You may view, copy, and print pages from the Service. Otherwise, the Service may not be copied, downloaded, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Cretex reserves all rights not expressly granted in and to the Service, the Content, and the Marks. You agree not to use, copy, download, or distribute any of the Content other than as expressly permitted herein. You may not incorporate the Content into, or stream or transmit the Content via any hardware or software application or make it available via frames or in-line links unless expressly permitted by Cretex in writing. You may not create, recreate, advertise or distribute an index of a significant portion of the Content unless authorized in writing by us. You may not build a business using the Content, whether or not for profit. If You copy or print pages of the Content for personal use, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein, nor may You scrape or use any extraction methods to obtain any Content or data from the Service.

You shall not, and shall not permit others to, license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted to You under these TOU, the Service, or any content or materials accessible through the Service, in whole or part.

## **6. Employment Applications**

Please review our [Privacy Policy](#) for information on Your privacy in connection with submitting a resume or application through the Service. In connection with Your use of the Careers Page and Your submission of a resume or application through it:

- (a) submitting a “general application” and/or saving information from previous applications will not result in Your applying for any positions. You need to submit a separate application for each specific position for which You would like to apply;
- (b) applying for a position via the Service does not create a promise or contract for employment or the provision of any employment benefit. If You are hired for a position at Cretex, Your employment will be at will;
- (c) if You are unable to use our online application system due to a disability, please contact Human Resources at 763-441-2121 or [cretexHR@cretex.com](mailto:cretexHR@cretex.com); and
- (d) all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, sexual orientation, disability, age, marital status, familial status, status with regard to public assistance, military or veteran status, or any other status protected by applicable law.

## **7. Advertisement Release**

Cretex takes no responsibility for advertisements or any third-party material posted on or transmitted through the Service, nor does it take any responsibility for the products or services provided by other service providers with Content on the Service (“Advertisers”). Any dealings You have with Advertisers found while using the Service are between You and the Advertiser, and You agree that Cretex is not liable for any loss or claim that You may have against an Advertiser.

YOU AGREE THAT YOU BEAR ALL RISK AND YOU AGREE TO RELEASE THE CRETEX PARTIES FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, NOW AND IN THE FUTURE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE AND YOUR TRANSACTIONS WITH ADVERTISERS OR OTHER THIRD PARTIES. YOU FURTHER WAIVE ANY AND ALL RIGHTS AND BENEFITS OTHERWISE CONFERRED BY ANY STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION THAT WOULD PURPORT TO LIMIT THE SCOPE OF A RELEASE OR WAIVER. YOU WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS WHICH YOU HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA OR ANY SIMILAR PROVISION OF THE STATUTORY OR NON-STATUTORY LAW OF ANY OTHER JURISDICTION (INCLUDING WITHOUT LIMITATION THE STATES OF MISSOURI, DELAWARE AND PENNSYLVANIA) TO THE FULL EXTENT THAT YOU MAY LAWFULLY WAIVE ALL SUCH RIGHTS AND BENEFITS.

## **8. User Submissions**

You may submit feedback, notes, messages, ideas, concepts, know-how, techniques, or other communications You transmit, upload, or post to the Service (“User Submissions”) on the Service. By submitting any such materials to the Service, You represent and warrant that You will not submit or post material that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to submit or post the material and to grant Cretex all of the license rights granted herein. In addition, You agree to pay for all royalties, fees, and other payments owed to any party by reason of Your posting or submitting User Submissions. CRETEX EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USER SUBMISSIONS.

On Cretex’s social media sites, You further represent and warrant that You have the permission of any individuals depicted in photographs, videos or recordings that You submit to the Service to use their likeness and/or voice, as well as all other legal rights necessary to grant the license below to Cretex.

If You submit any User Submissions to Cretex, You hereby grant a non-exclusive, royalty-free, perpetual right and license to Cretex and its affiliates to use, reproduce, distribute, display, transmit, publish, modify, edit and/or create derivative works from the User Submissions in any format, including without limitation coding or watermarking such User Submissions, on the Service and in related materials provided in any medium, forum or format, for any purpose of Cretex or its affiliates in their sole discretion.

You also agree that immediately upon the creation by or on behalf of Cretex of any derivative works from, modifications, edits or other changes to the User Submissions (the “Modified Content”), the Modified Content will become the sole and exclusive property of Cretex and that we will own the entire right, title and interest in and to the Modified Content, including the right to secure copyright registration for the Modified Content and to otherwise use the Modified Content for any purpose as

determined by Cretex in its sole discretion. You hereby grant, assign, transfer and convey any and all right, title or interest You have or may be deemed to have in and to the Modified Content to Cretex.

Cretex welcomes Your comments and suggestions. However, except for any personal information we may collect from You pursuant to our Privacy Policy, User Submissions will be considered non-confidential and non-proprietary. You understand that whether or not such User Submissions are published or posted, Cretex (1) does not guarantee any confidentiality with respect to any User Submissions (except as described in our Privacy Policy), (2) does not pay any compensation for User Submissions, and (3) is under no obligation to respond to or post any User Submissions.

YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST THE CRETEX PARTIES WITH RESPECT TO USER SUBMISSIONS, AND AGREE TO INDEMNIFY AND HOLD THE CRETEX PARTIES HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR USE OF THE SERVICE.

## **9. Effect of Termination, Cancellation or Expiration**

Upon termination or cancellation of the TOU or the Service, user shall immediately discontinue all access to and use of the Service, and destroy or delete all copies of content or materials accessed or obtained by user via the Service. CRETEX SHALL NOT BE LIABLE FOR ANY DAMAGES, OR LOSS OF REPORTS OR DATA, AS A RESULT OF THE TERMINATION OR CANCELLATION OF THESE TOU OR THE SERVICE.

## **10. Warranties**

You warrant and represent to Cretex as set out below:

- (a) The information provided to Cretex in any registration screen, profile, email, telephone call or through other means including all personal details, contact details and all other data provided to Cretex, is true in all respects, up-to-date and not misleading.
- (b) You will keep the information referred to in paragraph (a) up to date.
- (c) You will not access the Service under false identity or pretext and will not use it to falsify Your or any other person's identity.
- (d) You will use the Service lawfully and in good faith.

## **11. Disclaimers**

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. CRETEX HAS ATTEMPTED TO MAKE THE SERVICE AND THE CONTENT AS TIMELY AND ACCURATE AS POSSIBLE, BUT BECAUSE ERRORS MAY OCCUR, THE SERVICE AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS. THE CRETEX PARTIES GIVE NO WARRANTY AND MAKE NO REPRESENTATION IN RELATION TO THE SERVICE OR THE CONTENT. THE CRETEX PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW AND YOU WAIVE ANY REPRESENTATION OR WARRANTY EXPRESS, IMPLIED, STATUTORY, THAT MAY BE IMPLIED BY THESE TOU, BY CUSTOM, OR BY LAW OR OTHERWISE AND WHICH IS NOT EXPRESSLY SET OUT HEREIN, INCLUDING ANY IMPLIED WARRANTIES OF AVAILABILITY OF THE SERVICE, NON-DISRUPTION, SECURITY,

ACCURACY, THE USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT OR FUNCTIONALITY AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE ON THE PART OF THE CRETEX PARTIES RELATING TO THE SERVICE, THE CONTENT, USER SUBMISSIONS, ANY SOFTWARE LICENSED OR PROVIDED TO YOU BY THE CRETEX PARTIES, AND ANY AGREEMENT WITH A THIRD-PARTY.

WITHOUT LIMITING THE FOREGOING, THE CRETEX PARTIES DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE SERVICE OR ON ANY WEBSITES OR APPS LINKED TO THE SERVICE IS ACCURATE, COMPLETE OR CURRENT; THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR; THAT THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICE, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE OR AGREEMENTS YOU ENTER WITH THIRD PARTIES SUCH AS ADVERTISERS WILL MEET YOUR EXPECTATIONS; THAT THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CRETEX; THAT SERVICE ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS PCI COMPLIANT. THE CRETEX PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (3) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, CONTENT, AND/OR INFORMATION STORED THEREIN, (4) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY, AND/OR (6) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

## **12. Indemnity**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CRETEX PARTIES FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY'S FEES ARISING TO ANY OF THE CRETEX PARTIES AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST THE CRETEX PARTIES IN CONNECTION WITH (1) YOUR USE OF, ACCESS TO, OR MISUSE OF THE SERVICE; (2) YOUR BREACH OF ANY OF THESE TOU; (3) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; (4) ANY CLAIM THAT ANY OF YOUR USER SUBMISSIONS CAUSED DAMAGE TO AN INDEMNIFIED PARTY OR A THIRD-PARTY; (5) ANY TRANSACTION YOU CONDUCT AS A RESULT OF THE CONTACT FACILITATED BY THE SERVICE; OR (6) ANY ACTIVITY USING YOUR EMAIL ADDRESS BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICE USING YOUR EMAIL ADDRESS.

IF THE CRETEX PARTIES TAKE ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THESE TOU, THE CRETEX PARTIES WILL BE ENTITLED TO RECOVER FROM YOU, AND YOU AGREE TO PAY, ALL REASONABLE ATTORNEYS' FEES AND COSTS OF SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF GRANTED TO CRETEX.

## **13. Limitations on Liability**

IN NO EVENT SHALL THE CRETEX PARTIES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING

FROM THE SERVICE OR THIRD-PARTY PRODUCTS OR SERVICES, UNDER THESE TOU OR IN CONNECTION WITH THEIR PERFORMANCE OR BREACH, OR IN CONNECTION WITH ANY WARRANTIES HEREUNDER, OR IN CONNECTION WITH THE SERVICE, INCLUDING FOR THEIR NEGLIGENCE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING ANY LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS, DATA, OPPORTUNITY, REPUTATION, GOODWILL OR BUSINESS, EVEN IF THE CRETEX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

THE CRETEX PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM: (1) ANY SUSPENSION OR DISRUPTION OF THE SERVICE, INCLUDING WHERE SUCH SUSPENSION OR DISRUPTION RESULTS FROM CRETEX'S NEGLIGENCE, (2) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (3) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (4) UNAUTHORIZED ACCESS TO OR USE OF THE CRETEX PARTIES' SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN, (5) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (6) INADEQUATE OR FAULTY HARDWARE OPERATING THE SERVICE; (7) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY, (8) USER CONTENT, THIRD-PARTY WEBSITES OR APPS; (9) ERRORS OR OMISSIONS IN ANY CONTENT; OR (10) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT WHEREIN SUCH CONTENT OR ADVERTISEMENT IS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE CRETEX PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

THE CRETEX PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU OR ANY OTHER PERSON MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM YOUR BREACH OF YOUR WARRANTIES OR OTHER OBLIGATIONS UNDER THESE TOU INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO AVOID SHARING YOUR EMAIL ACCOUNT INFORMATION WITH ANY OTHER PERSON.

THE CRETEX PARTIES' MAXIMUM AGGREGATE LIABILITY FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THESE TOU OR IN RELATION TO THE SERVICE, EITHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION OR NEGLIGENCE WILL BE LIMITED TO \$50 USD.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Any claims relating to use of the Service must be brought within one (1) year from the date the cause of action arose. Claims brought after such period are VOID. The Service is controlled and offered by Cretex from its facilities in the United States of America. Those who access or use the Service do so at their own



volition and are responsible for compliance with local and all other applicable laws, restrictions, and regulations.

**14. Equitable Relief**

If You violate these TOU, we may seek injunctive relief or other equitable relief.

**15. Subpoena Fees**

If Cretex has to provide information in response to a subpoena related to Your use of the Service, then we may charge You for our costs. These costs may include attorney and employee time spent retrieving records, preparing documents, and participating in a deposition.

**16. Assignment**

These TOU, and any rights and licenses granted hereunder, may be transferred or assigned by You only with Cretex's prior written consent, but may be assigned by Cretex without restriction and without notice to You.

**17. Class Action Waiver**

ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE SERVICE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

**18. General**

These TOU constitute the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. If any provision of these TOU is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these TOU, so that these TOU shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter these TOU by a representation other than those expressly set out in these TOU. Cretex and You do not intend to confer, and these TOU will not be construed as conferring, any right, remedy, obligation or liability of any kind on any person other than Cretex, You, and each party's successors and assigns. No modification, alteration or waiver of any of the provisions of these TOU will be effective unless in writing and signed on behalf of each of the parties. No waiver of any of these TOU shall be deemed a further or continuing waiver of such term or any other term, and Cretex's failure to assert any right or provision under these TOU shall not constitute a waiver of such right or provision. You agree that the Service shall be deemed solely based in Minnesota, United States of America and the Service shall be deemed a passive Service that does not give rise to personal jurisdiction over Cretex in jurisdictions other than Minnesota. These TOU are governed by United States and Minnesota law, without regard to conflict of law provisions, and the parties submit to the exclusive jurisdiction of the courts of Hennepin County, Minnesota, in relation to any dispute between them arising out of the subject matter of these TOU.