



WEBSITE TERMS OF USE

SEKOUONLINE.COM
SekouIndustries.com

This website is operated by SEKOU. Throughout the site, the terms "we," "us" and "our" refer to SEKOU. SEKOU offers this site, including all information, tools and services available on this site, to you, the user, conditioned upon your acceptance of all the terms, conditions, policies and notices stated in these Terms of Use ("Terms"), and you agree to comply with all applicable laws and regulations, including export control laws and regulations. Your use of this site constitutes your agreement to these Terms, and by using this site you agree to be bound by these Terms. If you do not agree to be bound by these Terms, please exit the site now and refrain from using any materials that you may have downloaded from the site.

USE OF THE SITE

You may access and use this site solely for lawful purposes and only in accordance with the terms of this Agreement. SEKOU reserves the right at any time and in its sole discretion to modify, suspend, or discontinue the site (or any portion thereof), or revise these Terms, or suspend or terminate your access to the site or any portion thereof, with or without notice. SEKOU may also make improvements or changes in the products or services described in this site at any time without notice.

USE OF CONTENT

All content provided on or offered through this site (including, but not limited to, text, files, images, graphics, illustrations, audio, video, and photographs) (collectively, "Content") is owned by SEKOU and/or its partners, affiliates, and licensors ("Affiliates"). This Content is protected by United States and international intellectual property rights, including, as applicable and without limitation, copyrights, trademarks and patents, ("Intellectual Property Rights"). SEKOU and its licensors retain all ownership rights in, proprietary rights to, the Content. Unless otherwise labeled, all trademarks, service marks, logos, banners, and page headers displayed on this site (collectively, "Marks") are the property of SEKOU and its Affiliates.

- Your access to or use of our Content is subject to the Terms, including the following:
- You may use the Content solely as displayed on the site and may not download or otherwise copy any Content without prior written permission of SEKOU.
- You may use the Content only in the form provided on or through the site and may not modify, amend, or combine any Content with other materials to form any new content. You may not display, link to, or otherwise use the Marks without the prior written permission of SEKOU, which SEKOU may grant or deny in its sole discretion.
- You must obtain all copies or reproductions of the Content directly from SEKOU. You obtain no ownership rights in or to the site or its Content through these Terms, and no other rights to utilize, reproduce, display or publically perform the Content, except as expressly set forth in these Terms.

Except as otherwise expressly stated, you are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to the site or its Content, or any Intellectual Property Rights. In addition, you may not copy, modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the site or its Content without the prior written permission of SEKOU. Notwithstanding the above, any software and other materials that are made available for downloading, access, or other use from this site with their own license terms, conditions, and notices will be governed by such terms, conditions, and notices.



FORWARD-LOOKING AND CAUTIONARY STATEMENTS

Except for historical information and discussions, statements set forth throughout this site may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 or other applicable laws. These statements involve a number of risks, uncertainties, and other factors that could cause actual results to differ materially, as discussed in the company's filings with the US Securities and Exchange Commission.

POSTINGS AND UPLOADS

SEKOU does not want to receive confidential or proprietary information from you through the site. Please note that any information or material sent to SEKOU will be deemed NOT to be confidential. By sending SEKOU any information or material, you grant SEKOU an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information. You also agree that SEKOU is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law. Personally identifiable information that you submit to SEKOU for the purpose of receiving products or services will be handled in accordance with our privacy policies. Please see the paragraph entitled "Privacy" for information regarding the SEKOU privacy policies.

CLAIMS OF INFRINGEMENT

SEKOU respects the intellectual property rights of others and requests that you do the same. If you believe that copyright or intellectual property rights held by you a person on whose behalf you are authorized to act have been infringed, you may notify our legal department at the following address:

SEKOU LLC
Attn: Corporate Legal Department
30 Humboldt Street
Trenton, NJ 08618

YOU MUST PROVIDE THE FOLLOWING INFORMATION:

1. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and location of such material;
2. In case of a claim of copyright infringement, identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Your name, address, daytime phone number, and email address, if available;
4. A statement that you have a good-faith belief that the use of the work is not authorized by the owner, his or her agent, or the law;
5. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner;
6. A copy of any copyright or related registration evidencing your claim or intellectual property right or ownership; and
7. A physical signature reflecting that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



DISCLAIMERS

THIS SITE IS PROVIDED BY SEKOU "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. NEITHER SEKOU NOR ITS AFFILIATES REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED ON, DOWNLOADED FROM, DISTRIBUTED THROUGH, OR OTHERWISE AVAILABLE FROM THE SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE. YOU AGREE THAT YOUR ACCESS TO THE SITE IS AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY OR DAMAGE YOU INCUR BY ACCESSING THE SITE. EXCEPT WHERE THE LAWS AND REGULATIONS OR A PARTICULAR JURISDICTION CONCERNING WARRANTIES CANNOT BE WAIVED OR EXCLUDED BY AGREEMENT, SEKOU EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU RECOGNIZE THAT THE CURRENT STATE OF TECHNOLOGY DOES NOT ALLOW FOR ERROR-FREE ACCESS TO THE SITE AND INTERRUPTIONS, CRASHES, AND DOWNTIME BEYOND SEKOU CONTROL MAY OCCUR FROM TIME TO TIME.

LIMITATION OF LIABILITY

IN NO EVENT WILL SEKOU OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH, AS A RESULT OF OR ARISING OUT OF: (a) YOUR ACCESS TO OR USE OF THE SITE OR CONTENT, (b) YOUR INABILITY TO USE THE SITE OR CONTENT; (c) ANY LOSS OF DATA AND/OR EQUIPMENT FAILURE; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; (e) DELAY OR FAILURE OF THE SITE ARISING OUT OF CAUSES BEYOND OUR CONTROL; (f) YOUR USE OF, REFERENCE TO, OR RELIANCE ON, THE CONTENT; (g) ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, THE SITE; OR (h) ANY OTHER MATTER RELATING TO THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH SEKOU IS TO DISCONTINUE YOUR USE OF THE SITE AND CONTENT.

INDEMNIFICATION

You hereby agree to indemnify, defend, and hold harmless SEKOU and its Affiliates and each of their officers, directors, employees, agents, contractors, assigns, licensors, sublicensees, service providers, suppliers, and successors in interest from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result or arise from your use of the site and any violation of these Terms. SEKOU will provide you with notice of any such claim or allegation, and SEKOU will have the right to participate in the defense of any such claim at its expense.

PRIVACY POLICY

The SEKOU Website Privacy Policy is incorporated herein by reference. By agreeing to these Terms you expressly consent to the use and disclosure of your information as described in the Website Privacy Policy.



US GOVERNMENT RESTRICTED RIGHTS

SEKOU provides the Content downloaded from this site to US Government users with "Restricted Rights", as such term is defined in the Federal Acquisition Regulation.

LINKED SITES

Linking of this site to another requires SEKOU prior written approval. SEKOU does not verify, warrant, endorse or take responsibility for the availability, accuracy, completeness or quality of the content contained on third party linked sites. If you access a third-party linked site from this site, then you do so at your own risk.

EXTERNAL LINKS

This site may provide links or references to non-SEKOU sites and resources. SEKOU makes no representations, warranties, or other commitments whatsoever about any non-SEKOU sites or third-party resources that may be referenced, accessible from, or linked to any SEKOU site. A link to a non-SEKOU site does not mean that SEKOU endorses the content or use of such site or its owner. In addition, SEKOU is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from an SEKOU site. Accordingly, you acknowledge and agree that SEKOU is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, services, products, or other materials on or available from those sites or resources. It is up to you to take precautions to protect yourself from viruses, worms, trojan horses, and other potentially destructive programs, and to protect your information as you deem appropriate.

TRANSLATIONS

Certain text in this site may be made available in languages other than English. Text may be translated by a person or solely by computer software with no human intervention or review. These translations are provided as a convenience to you, and SEKOU makes no representations or commitments regarding the accuracy or completeness of the translation, whether or not computer-generated or performed by a person.

SEVERABILITY

If any provision of this agreement is found invalid or unenforceable in any jurisdiction, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining portions will remain in full force and effect.

JURISDICTION AND VENUE

This agreement will be governed by the laws of the State of New Jersey, without giving effect to any conflict of laws principles. The parties specifically exclude from application to the agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably and unconditionally consent to the jurisdiction and venue in the state and federal courts sitting in Denver, Colorado. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party.

HOW TO CONTACT US

If you have any questions or comments about these Terms of Use or this site, please contact our legal department at the following address:

SEKOU LLC
Attn: Corporate Legal Department
30 Humboldt Street
Trenton, NJ 08618