

WEBSITE TERMS OF USE
LAST REVISED: DECEMBER 12, 2022

Thank you for visiting the Fulcrum Technologies website. Please read these Terms of Use carefully before using this website (the “Website”). Your accessing or use of this Website confirms your unconditional acceptance of the following Terms of Use. If you do not accept each and every of these Terms of Use, do not use the Website.

For the purposes of these Terms of Use, users (together, “User” or “Users” or any second-person pronouns such as “You,” “Your” or “Yours”) include anyone who accesses the Website of Fulcrum, Technologies, Inc., a Washington corporation (“Fulcrum” or any first-person pronouns such as “We,” “Us,” “Our,” or “Ours”).

These Terms of Use may change from time to time. All changes shall take effect immediately upon posting of the updated term/s on the Website, unless otherwise stated. You should periodically check the Website for updates. Any use of the Website by You after the effective date of any changes will constitute Your acceptance of such changes. These Terms of Use include, and incorporate herein, our privacy policy, which can be found at [Privacy Policy](#).

This Website offers its Users general information about Our services and products and allows Users to reach out to Us for additional information. We make every effort to ensure that the content is up to date.

Should You have any questions regarding the Website or Our activities You are welcome to contact us at info@fulcrum.net.

1. Copyrights and Other Intellectual Property

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- Duplicate any part of the Website or any Content appearing on the Website, for any purpose (except as expressly provided elsewhere in these Terms of Use);
- Remove any copyright, trademark or other proprietary notices from any of the Content; or
- You further agree that the use of bots, employees, contractors, resellers, assigns, or any kind of automated process to copy, download, hot-link, frame, or otherwise use any Content is prohibited and will in all instances be considered commercial use.

You acknowledge and agree that the foregoing list of prohibited uses is exemplary, non-exhaustive, and provided for illustrative purposes only.

2. Online Content

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3. Rules of Conduct for Using the Website

The following activities are strictly prohibited in connection with use of the Website or any services provided in connection therewith:

- Stating or implying that any statement made or conduct undertaken by You is endorsed or approved by Us without Our prior express written consent;
- Transmitting of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Circumventing any encryption or other security tool(s) used anywhere on the Website, or otherwise introduce any virus, worms, Trojan horses, corrupted files, or other malware to the Website or its code;
- Forging of headers or other manipulation of identifying information in order to disguise the origin of any information transmitted via the Website;
- Impersonating any person or entity, or making any false statement pertaining to Your identity, employment, agency or affiliation with any person or entity;
- Using technology in any matter without Our prior express written authorization in order to direct any person away from Our Website to another website for any purpose; and
- Reverse engineering, deciphering, decompiling or otherwise disassembling any portion of the Website, or causing others to do so.

You represent and warrant that to your knowledge all information You provide to Us when and if you submit Your contact information on the Website is materially complete and accurate. Any information sent to Us through the Website or via Internet e-mail should be deemed unsecure and is done so on a non-confidential basis. Communication with Us through this Website or via Internet e-mail does not constitute or create any type of contractual relationship among Us, You, and any other recipients. You agree that any information You provide to us through the Website be used by Us for any purpose.

4. Temporary Unavailability and Website Downtime

The Website may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission or communications line failure as a result of such unavailability. We are not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the Website, or on any website or any combination thereof, including injury or damage to Users' or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using the Website.

5. Disclaimers and Limitations of Liability

THE WEBSITE, AND THE INFORMATION, MATERIALS AND SERVICES ON IT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION OR MATERIALS PROVIDED ON OR THROUGH THIS WEBSITE WILL BE COMPLETE, ACCURATE, UP TO DATE, UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

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OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS PARAGRAPH ARE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. CERTAIN STATE'S LAWS MAY NOT RECOGNIZE OR OTHERWISE MAY LIMIT SOME OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. IF SO, YOU MAY HAVE ADDITIONAL RIGHTS.

6. Indemnification

You shall defend, indemnify, and hold harmless Us and any of Our officers, directors, employees, agents, shareholders and representatives for any losses, damages, judgments, orders, costs, liabilities and expenses (including without limitation reasonable attorneys' fees and expert fees) relating to or arising out of claims or allegations brought by third parties related to or arising out of Your use of the Website, including, without limitation, the following: (i) Your breach of these Terms of Use; (ii) Your violation of any criminal law or any civil law, rule or regulation; or (iii) Your violation of any third party's rights under applicable law, including without limitation infringement of a third party's intellectual property rights. This indemnity shall apply without regard to the negligence of any party, including any indemnified person. We reserve the right to retain additional counsel to represent Us at Our own cost and expense.

7. Notices

We may deliver notices to You by means of e-mail, a general notice through the Website, or by other reliable method to any of the communication channels You have provided to Us.

8. Choice of Law

These Terms of Use supersede any other agreement between You and Us to the extent necessary to resolve any inconsistency or ambiguity between the agreements. These Terms of Use will be governed by and construed in accordance with the substantive and procedural laws of the State of Washington, without giving effect to any principles of conflicts of laws. A printed version of these Terms of Use will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

9. Binding Arbitration for Disputes and Class Action Waiver

Any legal disputes or claims arising out of or related to these Terms of Use or use of the Website, which we cannot resolve through negotiated means exclusively, shall be submitted for binding arbitration in Seattle, Washington. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules using a single arbitrator, unless otherwise mutually agreed. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and shall be final and binding. Claims shall be brought within the limitations period required by applicable law. Any claim, action or proceeding arising out of or related to the Agreement that You bring must be brought in Your individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO (1) BRING A LEGAL ACTION IN COURT (2) HAVE YOUR DISPUTE RESOLVED BY A JUDGE OR JURY, AND (3) PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

10. Domestic Use; Export Restriction

We make no representation that the Website, or any content are appropriate or available for use in other locations. Users who access the Website from outside the United States of America do so on their own initiative and must bear all responsibility for compliance with local laws, if applicable. Further, the United States export control laws prohibit the export of certain technical data and software to certain territories.

11. Miscellaneous Provisions

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by an arbitrator or court of competent jurisdiction to be invalid, the parties hereto nevertheless agree that such arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use will remain in full force and effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision by Us. If any provision of these Terms of Use is found by a court of competent

jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of Our Terms of Use remain in full force and effect.

12. Additional Assistance

Nothing on the Website, including submission of inquiries or a "contact" form, requires Us to make any engagements or business arrangement with You, partner with You, hire You, provide any products or services, engage in any present or future marketing activities or engage in any discussions or negotiations with You.

END OF WEBSITE TERMS OF USE