

TERMS OF USE

These Terms of Use ("Terms") are a legal contract between you and Propeller Communications Inc. ("us" or "our" or "we" or "Propeller") and govern your use of the website www.propellercommunicates.com and all related subdomains and redirects of that site (collectively, the "Website") and all of the text, data, information, software, graphics, videos, photographs, and other materials (all of which are referred to as "Materials") that we may make available to you through the Website.

READ THESE TERMS CAREFULLY BEFORE BROWSING THE WEBSITE. USING THE WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THE WEBSITE IF YOU DO NOT ACCEPT THESE TERMS. NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH PROPELLER. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

CHANGES

We may alter the Materials or may choose to modify, suspend, or discontinue the Website or portions of the Website at any time and without notifying you. We may also change, update, add, or remove provisions (collectively, "modifications") of these Terms from time to time. Because everyone benefits from clarity, we promise to inform you of any modifications to these Terms by posting them on the Website.

If you object to any modifications, your sole recourse will be to cease all use of the Website and Materials. Continued use of any part of the Website or Materials following notice of any modifications indicates that you acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be supplemented or superseded in whole or in part by legal notices or terms applicable to certain services provided via the Website. Such legal notices or terms are incorporated into these Terms and supersede the provisions of these Terms for purposes of those specified services.

GENERAL USE

We invite you to use the Website for individual and informational purposes ("Permitted Purposes"). In these Terms we are granting you a limited, personal, non-exclusive, and

non-transferable license to use and to display the Materials. Your right to use the Materials is conditioned on your compliance with these Terms. You have no other rights in the Website or the Materials and you may not modify, edit, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any portion of the Website or the Materials in any manner. If you make copies of any portion of the Website or the Materials while engaging in Permitted Purposes, you must keep on the copies all of our copyright and other proprietary notices as they appear on the Website and the Materials.

Unfortunately, if you breach any of these Terms the licenses granted in these Terms will terminate automatically and you must immediately destroy any downloaded or printed Materials (and any copies of the Materials).

PASSWORD RESTRICTED AREAS OF THIS WEBSITE

We appreciate your decision to use the Website. You do not need to register with us to visit and view the Website.

ELECTRONIC COMMUNICATIONS

By using the Website or the Materials, you consent to receiving electronic notifications from us about matters concerning your use of the Website. These electronic communications may include notices, transactional information, and other information related to the Website. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal-communication requirements, including the requirement that communications be in writing.

PRIVACY POLICY

We respect the information that you provide to us. Please review our [Privacy Policy](#) ("Privacy Policy") which explains how we collect and use such information.

LINKS TO THIRD-PARTY SITES

We occasionally provide links on the Website to third-party websites ("Third-Party Sites"). If you use these links, you will leave the Website. We are not obligated to review any Third-Party Sites, we do not control any of the Third-Party Sites, and we are not responsible for any of the Third-Party Sites (or the products, services, or content available through any of them). Thus, we do not endorse or make any representations about such Third-Party Sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the Third- Party Sites to which we have provided links from our Website, you do so entirely at your own risk and you must follow the privacy policies and terms and conditions for those Third-Party Sites.

UNAUTHORIZED ACTIVITIES

We authorize your use of the Website only for Permitted Purposes. Any other use of the Website beyond the Permitted Purposes is prohibited and constitutes unauthorized use of the Website. This is because, as between you and us, all rights in the Website remain our property.

Unauthorized use of the Website may result in violation of various United States and international copyright laws. Because we value this relationship, we want to give you examples of things to avoid. So unless you have written permission from us stating otherwise, you are not authorized to use the Website or any part of the Website in any of the following ways:

- In connection with or on another website;
- In a manner that modifies, publicly displays, publicly performs, reproduces, or distributes any part of the Materials;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- To interfere with or disrupt the Website or the servers or networks connected to the Website;
- To use any data mining, robots, or similar data-gathering or extraction methods in connection with the Website; or
- To attempt to gain unauthorized access to any portion of the Website or any other accounts, computer systems, or networks connected to the Website, whether through hacking, password mining, or any other means.

This list provides examples of prohibited activities. It is not a complete list of everything that you are prohibited from doing.

You agree that a violation of these Terms results in a problem for us and to hire attorneys to defend us if you violate these Terms. You also agree to pay any damages that we may end up having to pay as a result of your violation. You alone are responsible for any violation of these Terms by you. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case you agree to cooperate with our defense in the matter.

PROPRIETARY RIGHTS

The Website and Materials include registered and unregistered trademarks that belong to us. Other trademarks, names and logos on the Website are the property of their respective owners.

Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Website are our sole property or the property of our licensors. All rights not expressly granted these Terms are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

INTELLECTUAL PROPERTY INFRINGEMENT

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing third party content that violates intellectual property rights of others, suspending access to this Website (or any portion thereof) to any user who uses this Website in violation of someone's intellectual property rights, and/or terminating, in appropriate circumstances, the account of any user who uses the this Website in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright or other intellectual property right is being infringed by a user of this Website, please provide written notice to contact@propellercommunicates.com

To be sure that the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a manner precise enough to allow us to locate that material;
- Contain adequate information by which we can contact you (including you physical address, telephone number, and email address);
- Contain a statement that you have a good faith belief that the use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent, or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Submitting a Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided if the removal is in response to a validly received take-down notice. In response, you may provide our agent with a written counter-notification that

includes the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address, and telephone number and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of that person.

Termination of Repeat Infringers

We reserve the right, in our sole discretion, to terminate the account or access of any user of the Website who is the subject of repeated take-down or other infringement notices.

DISCLAIMER OF WARRANTIES

THIS WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU. THE MATERIALS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS WEBSITE AND MATERIALS, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE WEBSITE OR MATERIALS ARE FREE OF PROBLEMS.

Without limiting the generality of the foregoing, we make no warranty that the Materials, Website or any part of the Website or Materials will meet your requirements or that the Website will be uninterrupted, timely, secure, or error free or that defects in this Website will be corrected. We make no warranty as to the results that may be obtained from the use of this Website or as to the accuracy or reliability of any information obtained through this Website. No advice or information, whether oral or written, obtained by you through this Website or from us or our subsidiaries/other affiliated companies shall create any warranty. We disclaim all equitable indemnities.

LIMITATION OF LIABILITY

WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE WEBSITE OR FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.

LOCAL LAWS; EXPORT CONTROL

We control and operate this Website from our headquarters in the United States of America and the entirety of this Website may not be appropriate or available for use in other locations. If you use this Website outside the United States of America, you are solely responsible for following applicable local laws.

If you are a resident of European Union please read the **General Data Protection Regulation**.

FEEDBACK

If you send or transmit any communications, comments, questions, suggestions, or related materials to us, whether by letter, email, telephone, or otherwise (collectively "Feedback"), suggesting or recommending changes to the Website or the Materials, including new features or functionality relating to the Website or the Materials, all such Feedback is and will be treated as non-confidential and non-proprietary. You assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using the Feedback. Where the above assignment is prohibited by law, you grant us an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. You understand and agree that we are not obligated to use, display, reproduce, or distribute any ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel our use, display, reproduction, or distribution.

GENERAL

We think direct communication resolves most issues – if we feel that you are not complying with these Terms, we will tell you. We will even provide you with recommended necessary corrective action(s) because we value this relationship.

However, certain violations of these Terms, as determined by us, may require immediate termination of your access to the Website without prior notice to you. The Federal Arbitration Act, New Jersey State law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in Union County, North Carolina. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, we are not waiving our rights. These Terms are the entire agreement between you and us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between you and Propeller about this Website. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at:

360 Springfield Ave.

Summit, New Jersey 07901

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