

Pontera – Website Terms of Use

Last Updated: 21 February 2022

Pontera Solutions Inc. (formerly FeeX, Inc.), its parent company and its affiliates (“**Pontera**”, “**we**”, “**our**” or “**us**”) welcome you to our website at www.Pontera.com (the “**Site**”). Our Site offers basic information on our company and technology. These Website Terms of Use (these “**Terms**”) govern your access to and use of the Site.

All references to “**you**” or “**User**,” as applicable, mean the person who enters, connects to, accesses, or uses the Site in any manner, and each of your heirs, assigns, and successors. If you use the Site on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of these Terms will be deemed an acceptance by that entity, and “**you**” and “**your**” herein shall refer to that entity, its directors, officers, employees, and agents.

1. ACCEPTANCE OF THESE TERMS

BY ENTERING, CONNECTING TO, ACCESSING AND/OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS, AND YOU AGREE TO BE BOUND BY THEM AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF THE SITE. YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A BINDING AND ENFORCEABLE LEGAL CONTRACT BETWEEN PONTERA AND YOU. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT, ACCESS OR USE THE SITE IN ANY MANNER.**

These Terms apply only to your use of the Site. If you are a user (either as a paying customer or end-user) of Pontera’s Order Management System (OMS), your use of the OMS will be subject to separate terms and conditions and privacy policies, as applicable. If there is a conflict between these Terms and the terms and conditions or policies posted for a specific service, the latter take precedence with respect to your use of that service.

2. THE SITE

The Site includes informative pages on our product(s) and service(s), as well as our company. In addition, there are forms that Users may fill in, which include, without limitation: (i) “Contact Us” – enabling Users to ask questions and receive assistance from our support department; (ii) “Login” – enabling Users to enter into a dedicated area in connection with our product(s) and service(s) (which are subject to other terms and conditions); (iii) “About Us” – enabling Users to learn more about us and our product(s) and service(s); (iv) “Solutions” – enabling Users to learn about Pontera’s technology and products; and (v) “Careers” – enabling potential candidates to apply for job opportunities at Pontera. To learn more about the information you provide us when filling in one or more of the forms, please review our [Website Privacy Policy](https://public.pontera.com/pontera/legal/PP.pdf) at [<https://public.pontera.com/pontera/legal/PP.pdf>] (“**Privacy Policy**”).

3. USE RESTRICTIONS

There is certain conduct which is strictly prohibited on the Site. Please read the following restrictions carefully. Your failure to comply with the provisions set forth below may, at Pontera’s sole discretion, result in the termination of your access to the Site and may also expose you to civil and/or criminal liability.

You will not, and you will not direct any third parties to: (i) copy, scrape, modify, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Site and any other information, documents, material and data available on the Site (collectively, the “**Content**”) in any way, or publicly display, perform, or distribute the Content, without Pontera’s prior written consent; (ii) make any use of the Content on any other website or networked

computer environment for any purpose, or replicate or copy the Content without Pontera's prior written consent; (iii) create a browser or border environment around the Site and/or Content, link, including in-line linking, to elements on the Site, such as images, posters and videos, and/or frame or mirror any part of the Site; (iv) transmit, distribute, display or otherwise make available through or in connection with the Site any content which may infringe third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with the Site, and/or use the Site to distribute and/or otherwise transmit any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Site, or the servers or networks that host the Site or make the Site available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; or (vii) use the Content and/or the Site for any illegal, immoral or unauthorized purpose.

4. PRIVACY POLICY

We respect the privacy of our Users and are committed to protecting the information you share with us in connection with your use of the Site. Our policy and practices and the type of information collected are described in our [Privacy Policy \(https://public.pontera.com/pontera/legal/PP.pdf\)](https://public.pontera.com/pontera/legal/PP.pdf), which is incorporated herein by reference. By connecting to, accessing or using the Site, you acknowledge that you have read and agree to the Privacy Policy.

5. LICENSE

Pontera grants you a limited, personal, non-exclusive, non-assignable, not-tradeable, non-sub-licensable, fully and immediately revocable at Pontera's discretion, license, to use the Site and reproduce and display any Content made available for download and downloaded by you from the Site (the "**Materials**"), solely for your personal and non-commercial use, all subject to the terms and conditions in these Terms. These Terms do not entitle you with any right in the Site or in the Content or Materials, rather only to a limited right to use the same it in accordance herewith.

The Materials are made available to you subject to the terms of Section 3 above, for your own personal limited use, and without derogating from the restrictions set forth under these Terms and in addition thereto, you may not: (i) distribute the Materials or any part thereof, directly or indirectly; (ii) make or allow any third party to make any commercial use of the Materials; and (iii) modify, add, subtract, aggregate or otherwise make any derivative work of the Materials or allow a third party to do so.

You hereby agree that upon Company's request you will immediately return all Materials, purge your systems from any Materials and ensure that no copies, extracts or other reproductions are retained by you.

6. FEEDBACK

In the event that you provide Pontera with any suggestions, comments or other feedback relating to Site and/or Pontera products and/or services (collectively, "**Feedback**"), such Feedback is deemed as the sole and exclusive property of Pontera and you hereby irrevocably assign to Pontera all of its rights, title and interest in and to all Feedback, if any, and waive any moral rights to it (or anyone on your behalf) may have in such Feedback. By sending us any Feedback, you hereby represent and warrant that (a) you have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other individual or entity, and (c) your Feedback does not contain the confidential or proprietary information of any third party. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback and (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development. You shall promptly inform Pontera as soon as you become aware of any third party right or limitation which may apply to Feedback already provided. This Section 6 shall survive any termination of your access to the Site or any of our products or services.

7. INTELLECTUAL PROPERTY RIGHTS

“**Pontera Intellectual Property**” means any and all proprietary and intellectual property rights, including the Site, its logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, Pontera’s proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the “look and feel” of the Site and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered and/or capable of being registered, and any and all Feedback.

The Pontera Intellectual Property is owned by and/or licensed to Pontera and is subject to copyright and other applicable intellectual property rights under local laws, foreign laws and international conventions. You may not copy, distribute, display, execute publicly, make available to the public, emulate, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Pontera’s proprietary rights, including the Pontera Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in these Terms.

“Pontera” and all logos and other proprietary identifiers used by Pontera in connection with the Site (“**Pontera Trademarks**”), are all trademarks and/or trade names of Pontera, whether or not registered. All other trademarks, Site marks, trade names and logos which may appear on or with respect to the Site belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to Pontera Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Pontera Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein. You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Pontera and/or its licensors, including copyright mark © or trademark ® or ™ contained in or accompanying the Site, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Pontera’s marks and logos, whether registered or not.

No licenses or rights are granted to you by implication or otherwise under any Pontera Intellectual Property, except for the licenses and rights expressly granted in these Terms.

8. THIRD PARTY COMPONENTS

The Site may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the Site is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. These Terms do not apply to any Third Party Components accompanying or contained in the Site, and Pontera disclaims all liability related thereto. You acknowledge that Pontera is not the author, owner or licensor of any Third Party Components, and that Pontera makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Site or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

9. AVAILABILITY

The Site’s availability and functionality depend on various factors, such as communication networks, software, hardware, and Pontera’s Site providers and contractors. Pontera does not warrant or guarantee

that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

10. CHANGES TO THE SITE

Pontera reserves the right, at its sole discretion, to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Site (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content available through the Site may be changed, modified, edited or extended in terms of content and form or removed at any time without any notice to you. You agree that Pontera shall not be liable to you or to any third party for any modification, suspension, error, malfunction or discontinuance of the Site (or any part thereof).

11. DISCLAIMER AND WARRANTIES

PONTERA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SITE (OR ANY PART THEREOF). PONTERA SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IT WAS CAUSED CONSEQUENTLY OR IN CONNECTION WITH THE USE OF THE SITE, WHETHER OR NOT PONTERA HAD INFORMED THE USER OF SUCH POSSIBLE DAMAGE.

THE SITE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. PONTERA DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT AVAILABLE ON OUR SERVICES. PONTERA AND ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, SERVICE PROVIDERS, AGENTS AND OTHER AFFILIATED ENTITIES (COLLECTIVELY, "**PONTERA PARTIES**"), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SITE. PONTERA DOES NOT WARRANT THAT THE OPERATION OF THE SITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. PONTERA MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SITE AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SITE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SITE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

12. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE REMAINS WITH YOU. IN NO EVENT SHALL PONTERA AND/OR ANY OF THE PONTERA PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT,

INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SITE, USE OR INABILITY TO USE THE SITE, FAILURE OF THE SITE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF PONTERA TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF PONTERA BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY SITES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR PONTERA'S SITE TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF PONTERA AND/OR ANY PONTERA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL PONTERA'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.

13. WAIVER OF CALIFORNIA CIVIL CODE § 1542 AND SIMILAR PROVISIONS

You acknowledge and agree that you are familiar with, understand, and do waive any rights and benefits of the provisions of Section 1542 of the California Civil Code, and any similar provisions of New York or other jurisdictions, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

14. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Pontera and any Pontera Parties from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the Site (or any part thereof); (ii) breach of any term of these Terms by you or anyone on your behalf; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Site; (iv) your violation of the Privacy Policy, any third party intellectual property rights, privacy rights or other rights through your use of the Site or provision of information; and (v) your violation of any applicable law or regulation.

Notwithstanding the foregoing paragraph, if you are a resident of New Jersey, you only agree to release, defend, indemnify, and hold Pontera, and its officers, directors, employees and agents, harmless from

and against any third-party claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

15. AMENDMENTS TO THE TERMS

Pontera reserves the right to change these Terms, and any other documents incorporated by reference herein, from time to time, at its sole discretion and without any prior notice. Pontera will notify you regarding material changes of the terms of these Terms by notice on the Site or by sending you an e-mail regarding such changes to the e-mail address that you provided in the registration form. Such material changes will take effect seven (7) days after such notice is provided on our Site or sent by email. Otherwise, changes to these Terms are effective upon notice being given, which may be made by posting the changes to these Terms on the Site. You are responsible for regularly reviewing these Terms for updates and modifications. Your continued use of the Site after notice of changes has been given will constitute acceptance of, and agreement to be bound by, those changes. If you do not agree, you may not access or use the Site.

16. MINORS

To use the Site, you must be over the age of seventeen (17). We reserve the right to request proof of age at any stage so that we can verify that persons under the age of seventeen (17) are not using the Site. In the event that it comes to our knowledge that a person under the age of seventeen (17) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy with regard to such User).

17. GENERAL

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this Site or use of this Site will be governed by and interpreted in accordance with the laws of the State of New York, United States, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the applicable court in the state of New York, United States. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without Pontera's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and Pontera relating to the subject matter herein and supersedes any prior or contemporaneous written or oral agreements or understandings between you and Pontera. Notices to you may be made via email or regular mail. This Site may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18. INTERPRETATION

For purposes of these Terms:

- (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation";

- (ii) the word “or” is not exclusive;
- (iii) the word “any” means “any and all”;
- (iv) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to these Terms as a whole;
- (v) the headings in these Terms are for reference only and shall not affect the interpretation of these Terms;
- (vi) when a reference is made to a Section, such reference shall be to a Section of these Terms; and
- (vii) unless the context requires otherwise, words using the singular or plural number also include the plural or singular number, respectively, and references to a “person” includes both individuals and entities and their permitted successors and assigns.

This Terms were written in English and may be translated into other languages for your convenience. If a translated (non-English) version of these Terms conflicts in any way with the English version, the provisions of the English version shall prevail.

19. CONTACT US

If you have any questions or comments concerning these Terms or the Site, you are welcome to send us an email at the following address: support@Pontera.com.