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You are hereby prohibited from violating, or attempting to violate, the security of this site. Any such violations may result in criminal and/or civil penalties against you. We will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the site include without limitation:

- attempting to probe, scan or test the vulnerability of any system or network;
- tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures;
- logging into or attempting to log into a server or account that you are not authorized to access;
- accessing data or taking any action to obtain data, information or services not intended for you or your use;
- transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines or engines or engage in conduct that could damage, disrupt or otherwise impair or interfere with a computer's functionality or the operation of the site.

2. Other Prohibited Activity.

In using this site, you must not:

- post, send or otherwise transmit to or through the site any unlawful, infringing, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind, any material that exploits children or is invasive of or in breach of another person's privacy or other rights or any material that EOHI in its sole discretion does not wish posted or transmitted on the site;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- misrepresent your identity or affiliation in any way;
- engage in deceptive online marketing;

- upload or otherwise make available, files that contain images, software or other material
 protected by intellectual property laws, including without limitation copyright or trademark laws
 and rights of publicity and privacy unless you own or control the rights thereto or have received
 all necessary authorizations to do the same;
- violate any applicable laws or regulations; or
- assist or permit any persons in engaging in any of the activities described above.

3. User Submissions

You must exercise caution, good sense and sound judgment in using the site. You are responsible for any material you place on or transmit to or through the site. You agree, represent and warrant that any information you post to or transmit through the site is truthful, accurate, not misleading and offered in good faith, and that you have the right to post or transmit such information. Such information (including without limitation, data, text, software, graphics or any other materials whatsoever), whether publicly posted or privately transmitted, is your sole responsibility.

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To the extent permitted under applicable law, under no circumstances, including, but not limited to, negligence, shall EOHI be liable for any compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if EOHI or an authorized representative of EOHI has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, and so to that extent the above limitation or exclusion may not apply to you. In no event shall EOHI's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise) exceed the amount paid by you to EOHI, if any, for using this site.

12. Indemnity

You agree to indemnify, defend and hold EOHI, its affiliates and any of its and their directors, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of this agreement; and/or (ii) your activities in connection with this website.

13. Other

As used throughout this site, the term "EOHI" and such terms as "the company," "the corporation," "our," "we" and "us" may refer to one or more or all of Employee Owned Holdings, Inc.'s consolidated subsidiaries. All of these terms are used for convenience only and are not intended as a precise designation of any of the separate companies, each of which manages its own affairs.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing.

15. Changes to Terms of Use Statement

EOHI may revise this Terms of Use Statement at any time without notice. Although EOHI will endeavor to highlight any changes to this Statement, you should revisit this site periodically to make sure you are aware of the most recent terms, because they will be binding on you. Your use of the website after such changes constitutes your agreement to abide by such changes.

If you have any questions or complaints regarding this Terms of Use Statement, please email us at <u>info@eoh-inc.com</u> and we will endeavor to respond to you promptly.

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