

Carry The Load (CTL)

Terms (“SATS”). Compliance with and acceptance of the SATS are required in order for you to have access to and use of the Site. We have also included below CTL’s agent for receipt of notice regarding copyright claims and other communication regarding the Site. If you do not agree with or do not accept any of the SATS, you must immediately exit the Site and refrain from further access.

1. LIMITED LICENSE

Your access to the Site and compliance with all policies and terms of use provide a limited, terminable license to view the Site contents and engage its interactive features. All information contained on this Site, such as text, graphics, logos, button icons, images, audio clips and the like are copyrighted by and proprietary to the Carry The Load, [“CTL”] and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without the prior written consent of CTL, except that the user may make such temporary copies in a single computer’s RAM and hard drive cache as are necessary to browse the Site. The user may also make a single copy of the content displayed on any page of the Site to be used by the user for personal and noncommercial uses which do not harm the reputation of Carry The Load or infringe on any copyright or trademark right of Carry The Load, provided that the user does not remove any trademarks, copyright and any other notice contained in such content. Unless expressly permitted in writing from Carry The Load, you shall not frame, link or commercially exploit either the Site, Site contents or Site code.

2. OWNERSHIP OF TRADEMARKS, COPYRIGHTS AND OTHER PROPRIETARY RIGHTS

All trademarks, service marks, trade names, trade dress, copyrights, patent rights and other proprietary rights in or associated with the Site, the Site Contents, and Site Code are the property of CTL or its licensors. Site Content includes, but is not limited to, text, images, graphics, audiovisual content and audio content. Site Code means any and all underlying elements of the Site, including, but not limited to source code, object code, and other sets of statements or instructions that relate to the operation or functions of the Site.

3. SUBMISSIONS AND USER GRANT OF LICENSE

CTL is pleased to hear from its customers and Site users. We welcome your comments. However, due to legal requirements, we cannot provide compensation for, agree to consider, or agree to keep confidential, any submission of creative ideas, disclosures of inventions, other disclosures of

potentially useful information, or submission of any other content. In order to avoid confusion and chaos, in the Site and in the Company, all content submitted by you via the Site are provided with a paid-up, perpetual, non-exclusive license, effective everywhere, to CTL to consider, use, re-publish, modify, disclose or otherwise exploit, at its sole discretion. If any applicable law, judicial decision or regulatory requirement restricts or limits the provisions of this paragraph, CTL's liability shall not exceed the amount set forth in THE LIMITATION OF LIABILITY paragraph of these SATS.

4. PUBLIC COMMUNICATIONS, FORUMS AND INTERACTIVE FEATURES

As a convenience to visitors of the Site, CTL may provide from time to time, at its sole discretion, one or more chat areas, message boards, e-mail functions, polls, surveys, and other features for use by visitors to the Site. Such features are referred to herein as "Visitor Features."

CTL may, in its sole discretion, discontinue provision of any Visitor Features to any or all Site visitors and may, in its sole discretion, remove any content provided by a Site visitor. Certain Visitor Features may be provided free of charge, but others may be subject to charges. Please consult these SATS and any instructions associated with a Visitor Feature to determine the charges, if any, for use of or access to particular Visitor Features.

Users of Visitor Features are bound by and must comply with the SATS, and must agree not to do the following:

- Harass or threaten any other person or entity
- Transmit any content that is damaging, disruptive, obscene, unlawful, inaccurate, defamatory, or otherwise objectionable
- Impersonate any other person or entity, provide false or misleading identification or address information, or invade the privacy or violate the personal or proprietary right of any person or entity
- Transmit any advertising, promotional materials or comments upon the services or products provided by parties other than CTL
- Act in a discourteous manner to other users of Visitor Features
- Intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to regulations having the force of law while you are using or accessing any Visitor Features; or

- Infringe the copyright rights, trademark rights, or other personal or proprietary rights of any person or entity.

CTL hopes that all of those who use and have access to the Site will follow the SATS and otherwise conduct themselves properly. However, CTL cannot be responsible for monitoring, verifying or substantiating content or code provided by third-party users of the Site. Therefore, you agree that CTL shall not be liable for any breach of the SATS by third parties or for other injurious behavior engaged in by third parties who use or gain access to the Site.

5. LINKED SITES

CTL is not necessarily affiliated with sites that may be linked to or from the Site. CTL cannot monitor or otherwise evaluate such sites, and CTL is not responsible for any of their contents, features, codes, underlying materials, terms of access or privacy policies. LINKS ARE PROVIDED FOR YOUR CONVENIENCE ONLY AND THEIR USE IS AT YOUR SOLE DISCRETION AND RISK.

6. WARRANTY DISCLAIMERS, DAMAGE LIMITATION, INDEMNIFICATION

THE SITE, OPERATION OF THE SITE CODE, SITE CONTENTS (INCLUDED BUT NOT LIMITED TO LINKED SITE CONTENTS), AS WELL AS THE OPERATION OF AND EFFECTS OF ACCESS TO THIS SITE AND LINKED SITES, ARE PROVIDED "AS IS," AND CTL, ITS LICENSORS AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF: (1) SUITABILITY FOR ANY PARTICULAR PURPOSE, (2) MERCHANTABILITY (3) COMPLETENESS, (4) ACCURACY; (5) NON-INFRINGEMENT, AND (6) FREEDOM FROM TECHNICAL ERRORS OR UNAUTHORIZED, INJURIOUS MATTER, SUCH AS VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER CTL, NOR ITS LICENSORS OR SUPPLIERS, WARRANT THAT DEFECTS IN THE CONTENTS OR OPERATIONS OF THE SITE OR LINKED SITES WILL BE CORRECTED OR THAT ACCESS WILL NOT BE INTERRUPTED OR DISCONTINUED.

WARRANTIES, OR ASPECTS OF THEM, THAT ARE, BY LAW, INCAPABLE OF BEING DISCLAIMED ARE NOT DISCLAIMED.

IRRESPECTIVE OF WHETHER A CLAIM IS BASED UPON CONTRACT OR TORT PRINCIPLES, AND IRRESPECTIVE OF WHETHER THEY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, NEITHER CTL, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS,

LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

While precautions are taken against breaches in our security, no web site, communication system, or internet transmission is completely secure. Therefore, CTL cannot guarantee that unauthorized access, hacking, data loss, virus attack or other breaches will never occur.

You agree to indemnify, defend and hold harmless CTL, its directors, officers, employees, contractors, licensors and suppliers against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of the SATS by you or by others that access the Site through your terminal or to whom you have provided access to Site Contents. CTL reserves the option, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with CTL in asserting any available defenses. You shall be responsible for any damages or fines assessed due to violation of the SATS by you or others that access the Site through your terminal or to whom you have provided access to Site Contents.

7. PRODUCTS AND SERVICES

Products and services offered through this Site may be subject to license terms and terms of sale that are in addition to, or distinct from, the SATS. Therefore, the provision and acceptance of any such product or service shall be subject to any additional or distinct terms supplied by CTL or the third-party supplier of the product or service.

8. CHANGES TO SITE OR TERMS OF ACCESS AND USE

CTL reserves the right, at its sole discretion, to change, modify, add or remove all or any portion of the Site or the SATS. Changes to the SATS shall be immediately effective when posted. You agree to review the SATS periodically to be aware of any changes. Your access to and continued use of the Site after the changes are posted shall constitute acceptance of those changes

Events may arise that result in disruption or discontinuation of access to the Site, removal of specific Site Contents or corruption of Site Code. Therefore, CTL reserves the right, without liability to: (1) discontinue provision of access to the Site to any and all users without notice; and (2) remove or modify any Site Content.

9. CHANGES IN SITE OR RIGHTS OWNERSHIP

You consent to any transfer, in whole or part, of CTL's terms, interests, rights, and obligations hereunder to a subsequent owner of an interest in this Site. You also consent to any transfer, in whole or part, of your agreements hereunder to a subsequent owner, if any, of an interest in the Site.

10. ACCESS FROM OUTSIDE THE UNITED STATES

This Site is controlled by CTL from its offices within the city of Dallas, TX, United States of America. CTL makes no representation that the Site, the Site Contents, links, or the Site Code are appropriate for use in countries other than the United States.

11. COMMUNICATIONS REGARDING COPYRIGHT AND OTHER MATTERS

If you believe that any Site Content or Site Code, including but not limited to content provided by third parties via Visitor Features, infringes a copyright or other proprietary right, please forward the following information to our Copyright Agent at the address specified below:

- Your name, address, telephone number, e-mail address and other pertinent contact information
- A description of the copyrighted work or proprietary right that you believe is infringed
- The URL or a description of where the allegedly infringing content is located
- A statement by you, with respect to the copyright or other proprietary right, that you have a good faith belief that the disputed use is not authorized by either the owner of the asserted right, by an agent of the owner, or by the law
- An electronic or physical signature of the person authorized to act on behalf of the owner of the asserted right
- A statement by you, made under penalty of perjury, that the above information in your notice is correct and that you are the owner of the asserted right, or are authorized to act on behalf of the owner.

Our Copyright Agent and recipient for other communications regarding the Site is:

Carry The Load
4145 Travis Ave, Suite 200
Dallas, TX 75204

214-291-3030

contact@carrytheload.org

12. JURISDICTION, DISPUTE RESOLUTION, INTERPRETATION, SEVERABILITY AND MERGER

These SATS, and all disputes arising from or related to them, their interpretation, or their subject matters shall be governed by, resolved and remedied in accordance with the laws of the State of Texas (without resort to conflict of law principles) as it applies to agreements entered into and to be performed entirely within such State and to acts or omissions occurring wholly within the State. Any claims arising from or related to the SATS or their subject matters shall be brought and resolved only in the appropriate State or Federal Courts located in or closest to Dallas, Texas, and you expressly consent to the jurisdiction and exclusive venue of said courts. However, CTL, at its sole discretion, can also institute or convert any action (no matter which party initiates it) to an arbitration under the applicable rules of the American Arbitration Association, said arbitration to: (1) apply the choice-of-law specified above; and (2) take place in Dallas County, TX.

If otherwise applicable hereto, the Uniform Computer Information Transactions Act (as adopted by any State) and the United Nations Convention for the International Sale of Goods are hereby agreed not to be applicable to these SATS and their subject matters. In addition, all disclaimable or waivable local and international provisions related to choice of law or dispute resolution are waived or disclaimed by you in favor of the above choice of Texas law, jurisdiction and forms for dispute resolution.

You agree and represent that you have carefully considered the SATS and that ambiguities, if any, shall not be enforced against the drafter but shall be fairly read so as not to prejudice the rights of CTL.

If any provision(s) of the SATS are deemed unenforceable in a determination by a body with proper jurisdiction, the Parties agree (without waiving rights of appeal) that the unenforceable provision(s) shall be: (1) reconstituted to approximate as closely as lawfully possible the evident intent of the original provision(s); or (2) if option (1), above, cannot be implemented, the unenforceable provision(s) shall be excised from the SATS and the Parties shall negotiate in good faith with respect to their modification. If the Parties cannot agree to a modification, the SATS shall be enforced, without the unenforceable provision, in a fair manner and without undue prejudice to either Party.

This represents the entire agreement between the Parties relating to the matters contained herein and shall not be modified except in writing supplied by CTL