

## Terms of Agreement, Policy and Procedures

---

### OVERVIEW

Global human development is a interdependent and interrelated platform where the sum of it's parts makeup a whole to ensure the public welfare. In this respect:

Prallagon's strategy is centered on best practices in planning global human development methodologies, implementation procedures, monitoring and feedback, and assessment and follow-up. It directly addresses the need for core capabilities as bedrock in development strategy; i.e., spiritual values, moral principles, and ethical criteria for governance; standards to be imbued in all planning and design features to sponsor leadership, law and governance—the foremost trilateral required when planning and implementing development strategy.

Considered core capabilities, they are addressed through spiritual values, moral principles and ethical criteria for governance; standards imbued in plans and design features to enhance leadership, law and governance—the foremost trilateral in development strategy. This process is accomplished through executive functions and managerial processes, and are elements rigorously needed to ensure responsive program and project design for development undertakings.

### PERSPECTIVE

Global human development has yet to be adequately addressed, defined and presented in as a development platform which questions the viability of approaches currently offered to advance the process. This dilemma is certainly understandable given the intangibility and extremely complex nature of human development in a global arena, and the fact that there are neither established guidelines nor precedent to follow.

The majority of development proposals reference material acquisition through economic means as the most plausible approach to secure human entitlement. They find bases in criteria that support free market economies. However, attempting to achieve humanity's growth and sustainability based solely on a free market approach is not viable over the long-term. Supporting evidence suggest that this process has witnessed an exponential rise in wealth mainly for a minority elite, is diminishing the economic viability of a now struggling middle class, and over time has drastically increased the number of underprivileged and disenfranchised worldwide. Such imbalance in wealth acquisition and distribution is incapable of securing the masses of humanity. What's required to alleviate this dysfunction is vision of purpose and intent balanced by analysis and descriptive end-results that earmark progressive achievement for the long-term.

#### 1. Purpose

The purpose of 'Policy and Implementation' is to describe policy, establish basic philosophy, and delineate the action framework inherent to the Prallagon core structure which provides perspective and emboldens opportunity to spearheaded incisive approaches to human development within a global platform.

#### 2. Scope

The scope of operations includes internal procedures, functions and processes to plan, devise, construct, and organize implementation procedures together with follow-on functions. It frames, develops, guides and supports the organization's programs, and places for view all internal and external operations and activities.

Global human development has yet to be adequately defined and presented in development platforms. It therefore questions the viability of current approaches offered to advance development processes. This dilemma is understandable given the intangibility and extremely complex nature of understanding requirements for human development in the global arena since there are neither established guidelines nor precedent to follow. They have yet to be constructed.

The majority of development proposals reference material acquisition through economic means as the most plausible approach to secure human entitlement. They find bases in criteria that support free market economies. However, attempting to achieve humanity's growth and sustainability based solely on a free market approach is not viable over extended-time-horizons. Supporting evidence suggest that this process has witnessed an exponential rise in wealth mainly for a minority elite, is diminishing the economic viability of a now struggling middle class, and over time has drastically increased the number of underprivileged and disenfranchised people worldwide. Such imbalance in wealth distribution is incapable of securing the masses of humanity. What's required to alleviate this dysfunction is vision of purpose and intent balanced by analysis and descriptive end-results that earmark progressive achievement for the long-term.

### **3. Framework**

Planning, policy and implementation procedures if they are to succeed in promoting global human development must be grounded in principles and values that inspire human nature; namely, leadership backed by moral courage, integrity, spiritual values, vision and perspective, forbearance, and ethical standards of conduct. These principles mandate inclusivity and shun greed and corruption and all forms of nefarious activity. They are bedrock required to advance humanity's endeavors on all platforms and in all endeavors.

### **4. Commitment**

Based on the above stated criteria, Prallagon is not only committed to this process but is also poised and well suited to engage collaborative intercourse to plan and undertake viable approaches to achieve phased and sustainable global human development goals over extended-time-horizons.

The main objective of Prallagon policy is to create a sustaining structure between human needs based on economic necessity, global consciousness, the principal of mankind's oneness, and the acquisition of spiritual vitality.

We operate across a global spectrum and remain inclusive to all aspects of humanity. Prallagon is human diversity driven viewing it as its primary and most vital resource. The inherent capability of a diverse humanity is the main source to realizing our ambitions. It is integral to our development strategy and considered an extremely important line of responsibility. We aspire to be the first choice of stakeholders and to become a respected member of the global community.

## **TERMS OF SERVICE**

**ATTENTION:** THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. THIS AGREEMENT GOVERNS YOUR RELATIONSHIP WITH PRALLAGON, LLC'S, AND USE OF THE SERVICES, AS DEFINED BELOW, PROVIDED TO YOU BY PRALLAGON, LLC. YOU ARE HEREBY ASKED TO ACCEPT THESE TERMS OF SERVICE AND MAY USE THE SERVICES AVAILABLE ON THIS WEBSITE ONLY ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

THESE TERMS OF SERVICE INCLUDE PRALLAGON, LLC'S PRIVACY POLICY LOCATED AT [HTTPS://WWW.PRALLAGON.COM](https://www.prallagon.com) WHICH IS INCORPORATED AND MADE A PART OF THESE TERMS OF SERVICE. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE, INCLUDING PRALLAGON, LLC'S PRIVACY POLICY

### **Acceptance of Terms of Service**

These Terms of Service (the "Agreement" or "Terms of Service") are a legal agreement between you, either an individual or an entity ("you" or "user"), and Prallagon, LLC, regarding the Services, as defined below. Prallagon, LLC makes this website (<http://www.prallagon.com> and all other Prallagon, LLC domains included within this website (the "Website" ), including all information, graphics, documents, text, products and all other elements of the Website and all products offered on this Website and services operated through the Website, available for your use subject to the terms and conditions set forth in this document. By accessing and using this Website, using any Prallagon, LLC services and/or downloading or purchasing any Prallagon, LLC products, you agree to be bound by and to accept these Terms of Service and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Website.

If you do NOT agree to all these Terms of Service, you should NOT use this Website. If you do NOT agree to any additional specific terms which apply to particular Content (as defined below) or to particular transactions concluded through this Website, then you should NOT use the part of the Website which contains such Content or through which such transactions may be concluded and you should NOT use such Content or conclude such transactions. Also, when you use any current or future Prallagon, LLC services or visit Prallagon, LLC's or its affiliates' websites or obtain any products or services, whether free of charge or for payment, of Prallagon, LLC or any business affiliated with Prallagon, LLC, whether or not included in the Website, you will be subject to the guidelines and conditions applicable to such services or business.

These Terms of Service may be amended by Prallagon, LLC at any time upon notice given by any of the following means: through the Website at or after you login to your User Account (as defined below), by email communication to the address provided by you when you set up your User Account. Failure to provide or maintain accurate or current contact information by you will not obviate your responsibility to comply with these Terms of Service as amended from time to time. Please check these Terms of Service published on this Website regularly to ensure that you are aware of all terms governing your use of this Website. Also, specific terms and conditions may apply to non-user generated specific content, products, materials, services or information contained on or available through this Website (the "Content") or transactions concluded through this Website. Such specific terms may be in addition to these Terms of Service or, where inconsistent with these Terms of Service such specific terms will supersede these Terms of Service only to the extent that the content or intent of such specific terms is inconsistent with these Terms of Service. Prallagon, LLC reserves the right to make changes or updates with respect to or in the Content of the Website or the format thereof at any time without notice. Prallagon, LLC reserves the right to terminate or restrict access to the Website or any portion thereof for any reason whatsoever at its sole discretion.

### **Users' Obligations**

You agree to use the Website, [Prallagon, LLC Apps], and Services only for purposes permitted by these Terms of Service as well as any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. PRALLAGON, LLC IS NOT RESPONSIBLE FOR ANY VIOLATION OF APPLICABLE LAWS, RULES, OR REGULATIONS COMMITTED BY YOU OR A THIRD PARTY AT YOUR BEHEST. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR USE OF THE WEBSITE, [PRALLAGON, LLC APPS], AND SERVICES DOES NOT CONTRAVENE APPLICABLE LAWS, RULES, OR REGULATIONS. Specifically, you agree and warrant that in using the Website and Services, your actions do not contravene the laws, rules, or regulations of (1) the country, state, or locality where you reside, or (2) the country, state, or locality where Prallagon, LLC is located or operates. This includes complying with applicable export and import restrictions as well as other restrictions.

### **Description of Services**

Prallagon, LLC enables you to collaborate on projects using a social, cloud-based platform. Companies and individuals alike can use the Prallagon, LLC platform to share confidential files from any location in a secure environment. Managers can create tasks for their employees, upload relevant documents, and coordinate with colleagues to complete projects both effectively and efficiently. Essentially, Prallagon, LLC provides companies with a hub to communicate, collaborate, and create in a secure and accessible virtual, cloud-based environment.

### **Use of the Services by You**

You agree to use the Services only for purposes permitted by these Terms of Service as well as any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You agree not to access (or attempt to access) any of the Services by any means other than through the means that is provided by Prallagon, LLC or its authorized partners. You agree not to access or attempt to access any of the Services by way of automated means and that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

Further, you agree:

- not to disrupt or interfere with any other user's enjoyment of the Website, the Services, or affiliated or linked sites;
- not to upload, post, or otherwise transmit through the Website or the Services any viruses or other harmful, disruptive, or destructive files;
- not to use or attempt to use another user's User Account, password, or system;
- not to access or attempt to access any Content or User Content (as defined below), which you are not authorized to access under the terms herein;
- not to disrupt or interfere with the security of, or otherwise cause harm to, the Website, Services, Content, User Content, system resources, accounts, passwords, servers, or networks connected to or accessible through this Website or any affiliated or linked sites.

## **User Content**

User Account holders with Prallagon, LLC may upload data, information, material, and documents to be stored and associated with User Accounts on the Website ("User Content"). Subject to these Terms of Service, your User Content may be used in any manner that has been authorized by you. It is your sole responsibility to determine what additional limitations, if any, are placed on the use of the User Content distributed within your working group. If you obtain unauthorized access to materials created or used by others outside of your working group in conjunction with the Prallagon, LLC Service, you have no right to use such materials in any way. You also acknowledge and agree that Prallagon, LLC has no liability of any kind should members of your working group, other persons whom you have allowed to have access to your User Content or any third party modify, destroy, corrupt, copy, or distribute your User Content.

Prallagon, LLC does not own any User Content and will not monitor, edit, or disclose any information regarding you or your User Account, including any User Content, without your prior permission except in accordance with these Terms of Service or Privacy Policy (<http://www.prallagon.com/privacy>). Prallagon, LLC also does not review, inspect, edit or monitor any User Content stored by you or any other user of the Services, including, without limitation, for viruses, worms, "Trojan horses" or any other similar contaminating or destructive features. Prallagon, LLC reserves the right, solely upon its own discretion, to refuse, remove or disable access to User Content stored on Prallagon, LLC' servers that Prallagon, LLC learns may be illegal or may violate the terms of these Terms of Service, although it has no obligation to do so.

You are solely responsible for protecting the information on your computer or your other devices for example, by installing anti-virus software, updating your applications, password protecting your files, and preventing third party access to your computer. You understand that users of Prallagon, LLC Services may store User Content that is unusable due to corruption from viruses, software malfunctions or other causes. Prallagon, LLC is not responsible for any damage that any user may incur through the sharing and use of such User Content.

## **Your Passwords and Account Security**

Prallagon, LLC requires you to create a user account ("User Account") in order to use its Services and may also, from time to time, provide you with additional codes or passwords necessary to access and use certain other features or functions of the Website. In creating your User Account, you agree to submit accurate, current and complete information about yourself and keep such information updated. Prallagon, LLC reserves the right to suspend or terminate accounts which are reasonably suspected to be used in contradiction to the terms herein and/or contain information that is untrue, inaccurate, not current or incomplete.

You may also access the Website, [Prallagon, LLC Apps,] and Service by logging in using an authorized third party social network account, such as a Facebook or Twitter account. By doing so, you authorize Prallagon, LLC to collect your personal profile and activity information from that third party social network.

Please note that if you opt to use your Facebook account to login to our Website and/or Prallagon, LLC Apps and use our Services or interact with other user of the Website, Prallagon, LLC is able to access all of your data in connection with your Facebook account, including, without limitation your friends list, pictures you posted or those posted of you on Facebook, businesses and stories you 'liked', places you visited, etc.

This information you provide is used for such purposes as allowing you to set up a user Account and profile that can be used to interact with other users through the Service, improving the content of the Service, customizing the advertising and content you see, and communicating with you about specials and new features. It is completely optional for you to engage in these activities and/or make any purchases from Prallagon, LLC.

You shall choose a personal, non-transferable password. User Accounts may not be "shared" or used by more than one individual. After you accept these Terms of Service and your User Account registration has been accepted by Prallagon, LLC, your User Account will be established. You are solely responsible for any and all activities that occur under your User Account, whether or not such use was authorized by you.

Please read our Privacy Policy (<http://www.prallagon.com/privacy>), which describes how Prallagon, LLC collects, uses, discloses, manages and stores your personally identifiable information ("Personal Information"). You agree and understand that you are responsible for maintaining the confidentiality of all user names and passwords associated with any User Account you use to access the Services. Additionally, you may not use anyone else's User Account at any time, without the permission of such account holder. Prallagon, LLC is not liable for any harm caused or related to the theft or misappropriation of your user

name, password, User Content, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. However, you could be held liable for losses incurred by Prallagon, LLC, another user or any third party due to misappropriation and use of your User Account. If you become aware of any unauthorized use of your User Account, please notify Prallagon, LLC immediately at <http://www.prallagon.com/privacy>.

### **Communicating with Other Users**

The Website, Prallagon, LLC, and Services may allow you to communicate with other users through a third party VMA or other means. Discretion should be used when disclosing any information through these means, as it may be accessed by third parties. Use of any personally identifiable information, and your options regarding our use of this information, are subject to Prallagon, LLC 's Privacy Policy.

### **Security of User Content**

Prallagon, LLC will use all commercially reasonable efforts to restrict access to your User Content to authorized persons. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Although Prallagon, LLC strives to make sure that all data on the Website is secure, you hereby acknowledge and accept that it may be possible for an unauthorized third party to access, view, copy, modify and distribute the data and files you store on the Website or via Services.

### **Technical Support**

Prallagon, LLC maintains a community resource for all users on its website which contains frequently asked questions and other useful information concerning the product and its use. In addition, Prallagon, LLC will provide technical support for paying account holders of its Services and its Software (defined below). In order to receive technical support from Prallagon, LLC, the user seeking such support must request such support by contacting Prallagon, LLC using the assistance feature at <https://www.prallagon.com/assistance/>. The user should describe the nature of the problem to be resolved as well as providing information about the user (name, address, etc). Prallagon, LLC will make reasonable efforts to respond to such requests in a timely manner,. The user will cooperate with Prallagon, LLC when seeking technical support services by providing information necessary to assist Prallagon, LLC or requested by Prallagon, LLC while diagnosing or resolving the issue. Although Prallagon, LLC cannot guarantee that a technical support issue will be resolved, Prallagon, LLC will make reasonable efforts to perform technical support services in a professional manner.

### **Fees and Payment**

All rights and privileges provided herein to you under these Terms of Service are subject to your payment of applicable fee, if any, to Prallagon, LLC, provided however, that Prallagon, LLC expressly reserves the right to provide the Services free of charge during the Term, and further provided, that Prallagon, LLC, solely at its own discretion and upon termination of this Agreement, may elect to provide the same or similar Services for a fee.

Payment for Services shall be at prices as agreed upon between you and Prallagon, LLC. Prallagon, LLC may offer multiple Service Plans for users, with different fees and functionality features for each plan ("Service Plan"). Payment for a Service Plan, if any, shall be made in advance and is non-refundable, that is there will be no refunds, full or partial.

For instance, if you cancel your subscription to your Service plan before it ends, you will still be responsible for paying any applicable fees for the remainder of the selected subscription period. All fees are exclusive of taxes, levies, or duties imposed by taxing authorities; you are responsible for paying any such applicable tax.

You acknowledge that the amount billed for the subscription may vary for reasons that include, differing amounts due to promotional offers, differing amounts due to changes in your account, or changes in the amount of applicable sales tax, and you authorize us to bill you for such varying amounts.

Pre-paid telephony or VoIP credit that you can use for outbound phone calls or phone number rental services has no cash value, is non-refundable and non-transferable, either. If your account or telephone number is terminated or suspended for any reason, you may not be able to use remaining telephony or VoIP credit. No refund of unused VoIP or telephony credit can be provided. Nor can remaining credit be transferred to another account, allocated against outstanding invoices, or used as payment for another service.

In case of non-payment for any reason, Prallagon, LLC reserves the right to immediately bar the User's access to the Services.



## **Information and Materials Provided By You**

All materials, documents, communications, or information submitted to, sent through, or stored on this Website by you will be subject to these Terms of Service and Privacy Policy (<https://www.prallagon.com/privacy>). The security of such information is very importance to Prallagon, LLC.

## **Term/Termination**

The term of these Terms of Service ("Term") shall begin when you start using this Website or the Services and shall continue in perpetuity unless otherwise terminated by Prallagon, LLC or you by written notice. Prallagon, LLC reserves the right to change, suspend or discontinue the Services or any portion thereof, at any time. Without prejudice to any other rights, these Terms of Service will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Service, you must immediately cease using this Website and the Services including without limitation any use of Prallagon, LLC 's trademarks, trade names, copyrights and other intellectual property.

Upon termination of this agreement you will no longer be authorized to use this website or the services in any way.

## **Links to Other Sites and Third Party Materials**

This Website may provide links to other websites and/or third party products and Services that are not under the control of Prallagon, LLC (together, "Third Party Materials"). Prallagon, LLC shall not be responsible in any way for the content of such Third Party Materials. Prallagon, LLC provides such links only for the convenience of the users of this Website and Services, and the inclusion of any link to any Third Party Materials does not imply endorsement by Prallagon, LLC of the content, products and/ or services of such Third Party Materials. Notwithstanding any provision to the contrary herein, nothing in this Terms of Service shall be construed as to grant you any rights or licenses with regard to such Third Party Materials or to entitle you to use such Third Party Materials.

For your convenience and to bring you the latest in communication innovations, Prallagon, LLC, through its Services provides you with third party voice and messaging application ("VMA"). You hereby acknowledge and agree that VMA is provided to you via third party and is subject to such party's terms of services (<http://voximplant.com/legal/tos/>) and privacy policy (<http://voximplant.com/legal/privacy/>) link to which is provided here for your reference.

## **Language of the Terms of Service**

Where Prallagon, LLC has provided you with a English language Terms of Service, and if translated into another language by you or your representative, you agree that the translation is provided for your convenience only and that the English language versions of these Terms of Service will govern your relationship with Prallagon, LLC. If there is any contradiction between the English language version of these Terms of Service and the translation provided by you and/or your representative, the English language version shall control.

## **Intellectual Property**

Copyright, trademark and all other proprietary rights in the Website, Content (including but not limited to software, services, audio, video, text and photographs) and/or Services rest with Prallagon, LLC and/or its licensors. Unless otherwise specifically provided herein or authorized by Prallagon, LLC in writing, all rights in the Website, Content and/or Services not expressly granted herein are reserved. You agree not to copy, republish, frame, make available for download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Content, Website, its products or Services.

Prallagon, LLC hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties referenced herein, including without limitation Third Party Material or otherwise provided on this Website are the properties of their respective owners. Prallagon, LLC disclaims any proprietary interests in the intellectual property rights other than their own.

## **Warranties and Disclaimers**

All content and/or services are provided "as is" and "as available." Prallagon, LLC hereby expressly disclaims any representations or warranties of any kind, express or implied, including without limitation warranties of merchantability, fitness for any particular purpose, non-infringement, or as to the operation of this website, services or the content. Prallagon, LLC does not warrant or make any representations as to the

security of this website, content or services. You acknowledge that any information sent may be intercepted in transmission or otherwise. Prallagon, LLC does not warrant that the website, content or the servers which make this website available or electronic communications sent by Prallagon, LLC are free from viruses or any other harmful elements. Except as agreed by Prallagon, LLC in writing, contractors, agents, dealers or distributors of Prallagon, LLC or any other third party shall not have a right to modify this limited warranty, nor to make any additional warranties.

The use of the services or the downloading or other use of any products through the website is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. Prallagon, LLC assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the website or in connection with any services or products offered through the website. No advice or information whether oral or written, obtained by you from Prallagon, LLC or from the website shall create any warranty not expressly stated in the terms of service.

This website may contain references to specific Prallagon, LLC products and services that may not be available in a particular country. Any such reference does not imply or warrant that any such products or services shall be available at any time in any particular country. You understand and agree that by using this website and services contained therein, you may be exposed to content that you may find offensive, indecent or objectionable and that, in this respect, you use the website, services and products at your own risk. In no event shall Prallagon, LLC or any of its affiliates be liable for any direct, indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption), under any theory of liability, resulting from, arising out of or in connection with the use of, or inability to use this website or the content, products, services, the statements or actions of any third party on or through this website, any unauthorized access to or alteration of your transmission or data, any information that is sent or received, or not sent or received, any failure to store data, any loss of data, loss or damage to files, loss or damage to the content, any services available through the website that are delayed or interrupted, even if Prallagon, LLC has been advised of the possibility of such damages. Any action brought against Prallagon, LLC pertaining to or in connection with this website must be commenced and notified to Prallagon, LLC in writing within one (1) year after the date the cause for action arose. Some jurisdictions do not allow the exclusion of implied warranties or limitations, so the above limitations may not apply to you.

### **Your Warranties**

You hereby warrant that: (i) all information provided by you to Prallagon, LLC in connection with the service is true, accurate, correct, and up to date; (ii) you have full power and authority to enter into the terms of service; (iii) you are of legal age to form a binding contract with Prallagon, LLC; (iv) you will seek all necessary governmental approvals required to effectuate these terms of service; (v) you shall perform all of your obligations under these terms of service in accordance with applicable laws; and (vi) your editorial, text, graphic, audiovisual, and other content that is available to end users of this website and that is not provided by Prallagon, LLC, or this website do not (1) infringe any intellectual property rights of any third party, (2) constitute defamation, libel or obscenity, (3) result in any consumer fraud, product liability, breach of contract to which you are a party or cause injury to any third party, (4) promote violence or contain hate speech, (5) violate any applicable law, statute, ordinance, or regulations, or (6) contain adult content or promote illegal activities.

Any and all items downloaded or purchased from this Website is further subject to United States export controls. Thus, no product may be exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using Prallagon, LLC 's Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **Feedback**

You may from time to time provide suggestions, comments or other feedback to Prallagon, LLC with respect to any product, material, software or information provided by Prallagon, LLC (hereinafter "Feedback"). You agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for Prallagon, LLC. However, Prallagon, LLC will not disclose the source of any feedback without notice to the providing party. Prallagon, LLC shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to you. The foregoing shall not, however, affect either party's obligations hereunder with respect to the information protected pursuant to any Prallagon, LLC Privacy Policies posted on this Website.

## **Notice and Procedure for Making Claims of Copyright Infringement**

It is Prallagon, LLC policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act). If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Prallagon, LLC Copyright Agent with the written information specified below. (Please note that this procedure is exclusively for notifying Prallagon, LLC and its affiliates that your copyrighted material has been infringed.)

- An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on this Website;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Prallagon, LLC 's Copyright Agent for notice of claims of copyright infringement on this Website can be reached as follows:

Name: Terry Randolph

E-mail: [consult@prallagon.com](mailto:consult@prallagon.com)

## **Repeat Infringer Policy**

In compliance with the Digital Millennium Copyright Act, it is Prallagon, LLC 's policy to terminate User Accounts of those users who are considered by Prallagon, LLC, solely at its own discretion, Repeat Infringers. Repeat Infringers are users of Prallagon, LLC 's Website, and/or Service, known identified by their user names or another unique identifier, about whom Prallagon, LLC has received more than one DMCA takedown notifications that resulted in the permanent removal of such User Content, posted at the direction of that user, from the Website, and/or Services. Please note that Prallagon, LLC may terminate a Repeat Infringer's access to the Website, and Services at its sole discretion. However, nothing in this Repeat Infringer shall prohibit or constrain Prallagon, LLC from terminating a User Account or a user's access to the Website, or Services at any time and for any reason. You hereby acknowledge and agree that the particular circumstances surrounding each instance of claimed infringement may require a response from Prallagon, LLC tailored to that specific situation. Accordingly, Prallagon, LLC expressly reserves the right to terminate any User Accounts and access to the Website, Prallagon, LLC, and Services of any user if, in its sole judgment and for any reason, we believe that circumstances relating to the infringement of third party intellectual property rights warrant such action, or any other reason.

## **Software**

Prallagon, LLC may offer certain third-party software, to be used in conjunction with the Services, for downloading from or through this Website ("Software"). Such Software shall be licensed subject to the terms of the applicable end use license agreement. Both the Software and any accompanying documentation made available through this Website are the copyrighted works of the third-party provider, and Prallagon, LLC is without liability. You must agree to the terms of the applicable end user license agreement prior to use of such Software.

Except as otherwise specifically provided herein or in the applicable end user license agreement or as otherwise agreed by Prallagon, LLC in writing, you may not use, copy, republish, frame, emulate, clone, download, transmit, rent, lease, loan, sell, assign, modify, distribute, license, sublicense, decompile, disassemble, create a derivative work, otherwise reverse engineer, or transfer the licensed program, or any subset of the Website, its products or services. Any such unauthorized use shall result in immediate and automatic termination of this license and may result in criminal and/or civil prosecution.

Warranties, if any, with respect to such software shall only apply as expressly set forth in the applicable end user license agreement. Prallagon, LLC hereby expressly disclaims all further representations and warranties of any kind, express or implied, including warranties of merchantability, fitness for any particular purpose or non-infringement with respect to the software.

Without limiting the foregoing, Prallagon, LLC makes no warranty that: either the Services or Software will meet your requirements; either the Services or Software will be uninterrupted, timely, secure, or error-free; results that may be obtained from the use of the Services or Software will be effective, accurate, or reliable; the quality of any Services or Software purchased or accessible by you through the Website will meet your



expectations; any errors in the Services or Software, or any defects in the Website, Services or Software will be corrected.

### **Service and Software Updates**

You recognize and agree to the condition that the Services will be updated and modified from time to time. These modifications may take the form of bug fixes, enhanced functions, new modules, changes in the user interface, conformity to new regulations, or other forms. Such updates and modifications can be made without advanced notice.

If you download the Software, it may automatically download and install subsequent updates for such Software from Prallagon, LLC. These updates are designed to improve, enhance and further develop the Software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Prallagon, LLC to deliver these to you) as part of your use of the Software.

### **Publicly-Edited Sections**

This Website may contain pages or sections which may be edited by and are visible for all visitors of this Website, including but not limited to forums, chats, guestbooks, comments and image galleries, ("Publicly-Edited Sections").

Discretion should be used in entering personally identifiable information within Publicly-Edited Sections, as it may be collected by third parties. Use of personally identifiable information contained in the Publicly-Edited Sections, and your options regarding our use of this information, are subject to Prallagon, LLC's Privacy Policy posted on this Website.

Prallagon, LLC reserves the right to modify and/or delete any message submitted to the Publicly-Edited Sections, at its sole discretion, at any time and for any reason, including, but not limited to material which in Prallagon, LLC's opinion:

- (A) may constitute libel, defamation, invasion of privacy, or is obscene, pornographic, abusive, or threatening;
- (B) may infringe any intellectual property or other right of any entity or person;
- (C) may violate any applicable law or advocates illegal activity;
- (D) advertises or otherwise solicits funds or is a solicitation for goods, services, advertisers or sponsors or otherwise engages in commercial activity;
- (E) disrupts the normal flow of dialogue or otherwise acts in a way which affects the ability of other people to engage in real time activities via Prallagon, LLC 's website;
- (F) includes programs which may contain viruses, worms, trojan horses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication;
- (G) violates any policy or regulation established from time to time regarding use of this Website or any networks connected to this Website; or
- (H) contains links to other sites that contain the kind of content which falls within the descriptions set out in (A) to (G) above.

### **Unlawful or Prohibited Use**

You may not use this Website or Services for any purpose that is unlawful, prohibited by these Terms of Service, or in any way interferes or attempts to interfere with the proper working of this Website. You may not use this Website or Services in any manner that could damage, disable, overburden, or impair this Website or Services, or that interferes with any third party's use and enjoyment of this Website or Services. You agree that you will not use any third-party software that intercepts, "mines", or otherwise collects information from or through the Website or Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Prallagon, LLC to all users of this Website or Services. You shall not institute, assist, or become involved in an attack upon any Prallagon, LLC server provider or otherwise attempt to disrupt the Prallagon, LLC server provider. Any attempt by you to damage Prallagon, LLC server provider or undermine the legitimate operation of Prallagon, LLC is a violation of criminal and civil laws and, should such an attempt be made or assistance for such an attack be provided, Prallagon, LLC reserves the right to seek damages from any such user to the fullest extent permitted by law.

### **Indemnification**

You hereby agree to indemnify and hold harmless Prallagon, LLC, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the

extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Service.

### **Privacy**

Prallagon, LLC respects your privacy and the use and protection of your personal information. Please see our Privacy Policy (<https://www.prallagon.com/privacy>) for important information and disclosures relating to the collection and use of your personal information in connection with your use of this Website.

### **Linking to this Website**

Linking to this Website is permitted provided that you comply with the following rules. You may link to the home page of this Website or to any other page of this Website. However, you are not allowed to use in-line linking (or hot-linking) or framing. You must not imply that Prallagon, LLC endorses or sponsors the linker or its website, products or services. You must not use Prallagon, LLC's intellectual property including but not limited to trademarks, trade names, copyrights without advance written permission from Prallagon, LLC. Furthermore, you agree to remove the link at any time upon Prallagon, LLC's request.

### **Ending Your Relationship with Prallagon, LLC**

These Terms of Service will continue to apply until terminated by either you or Prallagon, LLC as set out below. If you want to terminate this legal agreement with Prallagon, LLC (i.e. these Terms of Service), you may do so by (a) notifying Prallagon, LLC at any time in writing at the address provided below and (b) closing your User Account. Your notice should be sent to [consult@prallagon.com](mailto:consult@prallagon.com). Prallagon, LLC reserves the right to terminate these Terms of Service with you at its own discretion at any time, upon notice, and without any liability to Prallagon, LLC whatsoever.

You are solely responsible for cancelling your User Account. You can cancel your User Account by selecting the appropriate option in your User Account interface. Upon termination of your User Account, your User Content will be deleted from the Website and Services.

### **Assignment**

Prallagon, LLC may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time with or without your consent. You, however, may not assign or delegate any rights or obligations under these Terms of Service without Prallagon, LLC's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

### **Service Access**

If this Website is not available for any period or any time, Prallagon, LLC shall not be liable. Prallagon, LLC gives no warranties as to the accessibility, performance, or availability of the Website or Services. Temporary suspension of access to this Website or Services may occur without notice at our discretion including without limitation in the case of repair, maintenance, system failure, or for reasons beyond our control. Prallagon, LLC reserves the right to suspend the operation of the Services, this Website, or any part thereof. You agree that neither Prallagon, LLC nor its third party providers will be liable to you in any way for the termination, suspension, interruption, delay of any of the services and products on this Website.

### **Beyond Control**

Prallagon, LLC will not be liable for any nonperformance, delay, error, data loss or other loss caused by any events or conditions that are beyond the reasonable control of Prallagon, LLC.

### **Agreement to Deal Electronically**

All transactions with or through this Website or Prallagon, LLC may, at our option, be conducted and executed electronically. We may keep records of any type of communication conducted via this Website. All electronic records are deemed sent when they are properly addressed to the recipient and the record enters an information processing system outside the control of the sender or the record enters a region of an information processing system under the recipient's control. All electronic records are received when the record enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent, in a form capable of being processed by that system, and from which the recipient is able to retrieve the electronic record.

### **Injunctive Relief**

You acknowledge and agree that any violation or breach of these Terms of Service may cause Prallagon, LLC immediate and irreparable harm and damages. As a result, Prallagon, LLC has the right to, and may in its discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief regarding any violation or breach of these Terms of

Service. In addition to any and all other remedies available to Prallagon, LLC in law or in equity, Prallagon, LLC may seek specific performance of any term in these Terms of Service.

### **Enforcement**

These Terms of Service will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of these Terms of Service are held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

### **Applicable Law**

Prallagon, LLC does not bear any responsibility nor assumes any risks if by any reason a product or a service made available on this Website breaches national law of any country. Those who access this Website do so on their own initiative and are responsible for compliance with their national laws.

Questions may be submitted at <https://www.prallagon.com>. Please also read our Privacy Policy at <https://prallagon.com>.

**Copyright © 2011-2017 Prallagon, LLC. All Rights Reserved.** This Website and accompanying documentation are the copyrighted property of Prallagon, LLC and/or its licensors and protected by copyright laws and international intellectual property treaties. Prallagon and related logo, and all related products and service names, design marks and slogans are the trademarks and/or registered trademarks of Prallagon, LLC. All other products and service marks contained herein are the trademarks of their respective owners. Any use of the Prallagon or third party trademarks or logos without the prior written consent of Prallagon, LLC or the applicable trademark owner is strictly prohibited.