

Terms & Conditions

Terms of Use

Welcome to the CERETEL INC (“CERETEL” or “we” or “us”) website at www.ceretel.com (the “website”). Where applicable, “CERETEL” shall also include its subsidiary and affiliated entities. Please review the following terms and conditions concerning your use of and access to the website. By accessing, using and/or downloading any materials or content from the website, you agree to follow and be bound by these terms and conditions (these “terms” or this “agreement”). If you do not agree with these terms, you may not use the website.

General provisions

Accuracy of information: We attempt to ensure that information on this website is complete, accurate and current. Despite our efforts, the information on this website may be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or correctness of any information on this website. All features, content, specifications and services described or depicted on this website are subject to change at any time without notice.

Links to third party sites

The website may contain links or have references to websites controlled by parties other than CERETEL. CERETEL is not responsible for and does not endorse or accept any responsibility for the contents or use of these third party websites. CERETEL is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CERETEL of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by CERETEL. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature.

Submissions

Except where expressly provided otherwise by CERETEL, all comments, feedback, information and data submitted to CERETEL through, in association with or in regard to the website and/or any other CERETEL goods or services (“submissions”) shall be considered non-confidential and CERETEL’s property. By providing such submissions to CERETEL, you agree to assign to CERETEL, as consideration in exchange for the use of the website, all worldwide rights, title and

interest in copyrights and other intellectual property rights to the submissions except as expressly enumerated in the preceding sentence. You represent that you have the right to grant CERETEL these rights. CERETEL shall be free to use and/or disseminate such submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the submissions that you provide, and that you, not CERETEL, have full responsibility for the submissions, including their legality, reliability, appropriateness, originality and copyright.

Children

CERETEL does not accept submissions from persons under the age of 14 (“child” or “children”). Furthermore, CERETEL does not accept any user who is a child. You are ineligible to use this website if you are under the age of 14. If you are under the age of 18, you must have your parent or legal guardian agree to these terms before you visit this website. If you are under the age of 18, your parent’s or legal guardian’s consent to these terms is ongoing and they hereby warrant that they will review these terms for changes, and if any occur, that they will be amenable thereto until you reach age 18, at which point you hereby give your consent to these terms. All submissions must be true, and in accordance with the rights of privacy and publicity and all federal, state and international law. Furthermore, CERETEL reserves the right to block your access to this website, if in its sole discretion; it believes you are using this website for improper purposes, or any purpose inconsistent with its business.

Limitation of liability

To the extent allowed by law, in no event shall the aggregate liability of CERETEL exceed \$100.00. In no event shall CERETEL or the third party providers be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages to your computer, telecommunication equipment, or other property and/or for loss of data, content, images, revenue, profits, use or other economic advantage, arising out of, or in any way connected with this agreement, including but not limited to the accessing or use of, or inability to use, the website and the services associated therewith including but not limited to the downloading of any materials, regardless of cause, whether in an action in contract or negligence or other tortuous action, even if the party from which damages are being sought or the third party provider have been previously advised of the possibility of such damages. The limitation of liability set forth in this section shall not apply in the event of customer’s breach, or related to its indemnity obligations. This paragraph shall not affect the rights listed below in the section titled “indemnities.”

Licenses from CERETEL

You are being granted solely a revocable, limited license, in compliance with these terms.

Licenses from customer

You grant to CERETEL and its third party providers the non-exclusive, worldwide right to use, copy, transmit and display any data, information, content or other materials, provided to CERETEL by you in the course of accessing and/or using the website. Notwithstanding the foregoing, CERETEL's obligations regarding identification and other information concerning your personal information shall be governed by the terms of the privacy policy available at <http://www.ceretel.com/privacy.html>. The terms of the privacy policy are expressly incorporated herein as though set forth in full.

Representations and warranties

Each party represents and warrants that it has the power and authority to enter into this agreement. CERETEL warrants that it will provide the website and all goods and services in a manner consistent with its business practices, as CERETEL, in its sole and absolute discretion, deems fit. To the extent that you represent an entity of any type or any individual beside yourself, you represent and warrant that you have the proper authority to enter into this agreement on their behalf.

Disclaimer of warranties

Except where expressly provided otherwise by CERETEL, the content and materials on this website are provided "as is," and are for use as contracted herein. Except for the express warranties set forth herein, CERETEL and its third party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the website, the materials, and the goods and services associated therewith including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of goods and services except to the extent that such disclaimers are held to be legally invalid. CERETEL and its third party providers make no representations, guaranties or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the website and the goods, services and/or materials associated with the website, or the results you may obtain by accessing or using the website and/or the goods, services and/or materials associated therewith. Without limiting the generality of the foregoing, CERETEL and its third party

providers do not represent or warrant that (a) the operation or use of the website or materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material you obtain through the website will meet your requirements; or (c) the goods, services, materials, or the systems that make the services and website available are free of viruses or other harmful components. You acknowledge that neither CERETEL nor its third party providers control the transfer of data over communications facilities, including the internet, and that the website and services and/or materials associated therewith may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. CERETEL is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by CERETEL, the website and the goods, services and/or materials associated therewith are provided to you on an “as is” basis. CERETEL expressly disclaims any warranty related to the quality of goods and/or services and the persons or businesses referenced on the website. You use third party providers and affiliated services at your peril and assume all risks related to use of said third party providers and services.

Indemnities

You shall defend and indemnify CERETEL and its third party providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) finally awarded against CERETEL or its third party providers by a court of competent jurisdiction arising out of or in connection with a claim by a third party related to you. CERETEL shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the website and/or the goods, services, content or materials associated with the website other than in accordance with this agreement; (b) the combination of the website and/or the goods, services or materials associated with the website with any other products, services, or materials; or (c) any third party products, services, or materials.

Your responsibilities

You will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with your use of the website, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which CERETEL controls and operates the website and services associated therewith. Furthermore, you expressly agree not to violate any rights of publicity or privacy of any person, nor defame any person or entity.

Notices

CERETEL may give notice by means of a general notice on the website or electronic mail to your e-mail address on record with CERETEL. You may give notice to CERETEL at any time by letter delivered by registered mail with return receipt to: CERETEL INC, 700 Melvin Avenue, Suite 1, Annapolis, MD 21401, USA. All notices shall be deemed to have been given four days after mailing or 36 hours after sending by email or posting to the website. Furthermore, CERETEL complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to CERETEL's designated agent via email at info@ceretel.com or via registered US mail sent return receipt to: DMCA compliance agent, CERETEL INC, 700 Melvin Avenue, Suite 1, Annapolis, MD 21401, USA.

Miscellaneous provisions

Any action related to this agreement will be governed by New York law and controlling US Federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this agreement or the website shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and to arbitration as stated herein. At the request of CERETEL, any controversy or claim related to this agreement ("claim") may be resolved by arbitration in accordance with the federal arbitration act (title 9, U. S. Code) (the "act"). The act will apply even though this agreement provides that it is governed by the laws of New York. Arbitration proceedings will be determined in accordance with the act, the rules and procedures for the arbitration of financial services disputes of jams/undisputed, INC, a Delaware limited liability company or any successor thereof ("jams"), except that discovery in said arbitration shall be limited in scope to the specifics of liability on the claim, and any discovery related to damages calculations or any financials shall be withheld until after liability has been decided by the arbitrator(s). In the event of any inconsistency between the jams rules and this paragraph, the terms of this paragraph shall control. The arbitration shall be administered by jams and conducted in New York County, New York. All claims shall be determined by one arbitrator; however, if claims exceed five million dollars, upon the request of CERETEL, the claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and enforced. The

arbitrator(s) will have the authority to decide whether any claim is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis. For purposes of the application of the statute of limitations, the service on a notice of claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement. This paragraph does not limit the right of CERETEL to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

This agreement represents the parties' entire understanding relating to the use of the website and supersedes any prior or contemporaneous, conflicting or additional communications. CERETEL reserves the right to change these terms or its policies relating to the website at any time and from time to time, and such changes will be effective upon being posted herein. You should visit this page from time to time to review the then current terms because they are binding on you. Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages of the website, which may be posted from time to time. Your continued use of the website after any such changes and/or postings shall constitute your consent to such changes. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between CERETEL and you as a result of these terms or use of the website. You may not assign this agreement without the prior written approval of CERETEL. Any purported assignment in violation of this section shall be void. CERETEL reserves the right to use third party providers in the provision of the website and/or the goods, service and/or materials associated therewith. The failure of either party to enforce any right or provision in this agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any and all rights not expressly granted herein are reserved by CERETEL INC. All rights reserved.

Legal contact information

If you have any questions about these terms, or if you would like to request permission to use any content or materials, please e-mail us at info@ceretel.com.

General use provisions

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