

Last Updated: February 2025

Kwizda, Inc., along with our subsidiaries and affiliates, (collectively, “Kwizda,” “we,” “us,” and “our”), welcome you to our website, www.kwizda-us.com, or any other website or mobile app that posts these Terms of Use (collectively, the “Site”). By using this Site, you represent that you are of 18 or more years of age, reside in the United States of America, have the legal capacity to enter a contract, and agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you are not authorized to use this Site.

- 1. Agreement.** This Terms of Use agreement (the "Agreement") governs your access to and use of the Site. This Agreement may be modified at any time by Kwizda by posting the modified Agreement to the Site. Any such modifications shall be effective immediately upon posting unless some other effective date is expressly stated. You can view the most recent version of this Agreement at any time at the Site. Your use of this Site shall constitute and be deemed your unconditional acceptance of this Agreement.
- 2. Privacy.** Your use of the Site is also governed by our Privacy Policy, which is hereby incorporated into this Agreement. Please review our [Privacy Policy](#) at the Site. Kwizda reserves the right, and you authorize us, to use and assign all information provided by or collected from you in any manner consistent with our Privacy Policy.
- 3. Site Content.** The Site is provided on an “as is” basis and may use internet services that are not under our direct control. While we strive to provide accurate descriptions of our products and services, we do not warrant that the descriptions, pricing, or other content on the Site are accurate, complete, or current. We reserve the right to correct errors and to cancel any orders that were placed using incorrect descriptions or pricing. We do not warrant that the Site or its features will be accessible at all times or that it will function in an error free manner. We reserve the right to cease operating the Site or any of its features at any time.
- 4. Intellectual Property.** All content on this Site including without limitation graphics, logos, trademarks, images, and software is, and shall continue to be, the property of Kwizda or its licensors and suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, scraping, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.
- 5. Site Use & Restrictions.** Kwizda grants you a limited, revocable, nonexclusive license to use this Site solely for your own personal use in connection with the products and services made available through the Site, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. Your use of this Site is at the discretion of Kwizda who may terminate your access and use at any time.

We are based in the State of Maine in the United States. We provide the Site for use only by persons located in the United States of America. We make no claims that the Site or any of its content or services is accessible or appropriate outside of the United States of America. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States of America, you do so on your own initiative and are responsible for compliance with local laws.

You may use the Site only for lawful purposes and in accordance with this Agreement. You agree not to use the Site:

- a. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- b. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- c. To impersonate or attempt to impersonate us, our employees, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- d. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm Kwizda or users of the Site, or expose them to liability.

Additionally, you agree not to:

- a. Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site.
- b. Use any artificial intelligence tool, robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring, replicating, or copying any of the material on the Site.
- c. Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in this Agreement, without our prior written consent.
- d. Use any device, software, or routine that interferes with the proper working of the Site.
- e. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- f. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- g. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- h. Otherwise attempt to interfere with the proper working of the Site.

6. **Links to Other Sites.** The Site may provide links to other websites. This Site’s Terms of Use or Privacy Policy may not apply to those other websites, which may have their own terms and policies. You should review the terms of use and privacy policies of any other websites that you visit.

7. **Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the Site. You further agree that information provided by you is truthful and accurate to the best of your knowledge.
8. **EPA Compliance.** All products offered on this Site are designed to comply with applicable Environmental Protection Agency (EPA) regulations. Users agree to use products in accordance with EPA guidelines and product labels. Users acknowledge that certain products may be subject to the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and agree to comply with all relevant provisions. Kwizda provides product information for general reference only. Users are responsible for reading and following all product labels and instructions. Users agree to use products only for their intended purpose and in compliance with all applicable laws and regulations. Users are responsible for proper handling and disposal of any opened or partially used products in accordance with local, state, and federal regulations.
9. **Site Services and Account Security.** We reserve the right to withdraw or amend the Site, and any service or materials we provide through the Site, in our sole discretion at any time without notice. We will not be liable if for any reason all or any part of the Site are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for both:

- a. Making all arrangements necessary for you to have access to the Site.
- b. Ensuring that all persons who access the Site through your internet connection are aware of the Agreement terms and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with the Site or otherwise, including, but not limited to, through the use of any interactive features on the Site is provided with your express consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our

opinion, you have violated any provision of this Agreement or any other agreement between you and us.

10. **Online Sales and Shipping.** All orders placed through the Site are subject to acceptance by Kwizda and may be subject to separate terms of sale. We will ship products only to locations where their use is known to us to be permitted by law. Unless otherwise agreed to in writing between you and us, risk of loss and title for products purchased from the Site pass to the buyer upon delivery to the carrier. An order cannot be modified or canceled without Kwizda's written consent, and in no event shall any order be modified or canceled for any portion thereof already processed, manufactured, or in process of manufacture, at the time the request for modification or cancellation is received by us.
11. **Indemnification.** You agree to indemnify, defend and hold Kwizda and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
12. **Disclaimer.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. KWIZDA DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.
13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL KWIZDA BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

14. **Limitation on Time to File Claims.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising between you and us including those that arise out of or are related to use of the Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.
15. **Copyright and Copyright Agent.** If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been

violated, please provide a notice containing all of the following information to our Copyright Agent:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and e-mail address;
- e. 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; and
- f. 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.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is our General Counsel, who can be reached as follows:

By Mail: 217 Commercial Street, Suite 205, Portland, ME 04101

By Phone: (207) 550-7071

By E-mail: info@kwizda.com

16. Applicable Law. You agree that the laws of the state of Delaware without regard to conflicts of laws provisions will govern this Agreement and any dispute that may arise between you and Kwizda. Venue shall exclusively be the state and federal courts located in Delaware.

17. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

18. Relationship of the Parties. Nothing contained in this Agreement shall be construed to make either party a partner, joint venturer, employee or agent of the other party, and neither party shall hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party.

19. Contact Information.

Kwizda, Inc.

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USA