

Website Terms of Use

Legal Information & Notices Ownership

of Site; Agreement to Terms of Use

These Terms and Conditions of Use (the “Terms of Use”) apply to the Michael & Hope LLC and affiliates web site located at (www.michaelandhope.com and all associated sites linked to www.michaelandhope.com by Michael & Hope LLC and affiliates (“Michael & Hope LLC”, “Company”, “Us”, “We”) including Michael & Hope LLC locations and sites around the world (collectively, the “Site.”). The Site is the property of Michael & Hope LLC and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE AND DO NOT VISIT THE SITE.

Michael & Hope LLC reserves the right, in its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Michael & Hope LLC grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, service marks, sounds, music, videos, artwork, designs, testimonials, product descriptions, and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site, is owned, controlled, or licensed by or to Michael & Hope LLC and is protected by trade dress, copyright, patent, service mark and trademark laws, and various other intellectual property rights and unfair competition in the United States, Europe, and other jurisdictions and countries.

Except as expressly provided in or by these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including “mirroring”) to any other computer, server, Web site, or another medium for publication or distribution or for any commercial enterprise, without Michael & Hope LLC’s express prior written consent.

You may use the information on the Company’s products and services (such as datasheets, knowledge base articles, and similar materials) purposely made available by the Company for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post

such information on any networked computer or broadcast it in any media, (3) make no modification to any such information, and (4) not make any additional representations or warranties relating to such documents.

Your Use of the Site

You may not use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents, or information through any means purposely made available through the Site. Michael & Hope LLC reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Michael & Hope LLC server or server used by Michael & Hope LLC, or to any services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Michael & Hope LLC, including any Michael & Hope LLC account or customer/purchaser/vendor relationship not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided by the Site.

You agree that you will not use any device, software, or routing to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person or entity’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Michael & Hope LLC on or through the Site, or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual entity or person.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use or solicit the performance of any illegal activity or other activity which infringes on the rights of Michael & Hope LLC or others.

Purchases; Other Terms and Conditions

Additional terms and conditions may apply to purchases of our equipment, products, services, designs, prototypes, minimum viable products, research and development work, market analyses studies and work, and other items from Michael & Hope LLC and to specific portions or features of the Site, including promotional campaign, new product and service offerings, or other similar items or features, all of which are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use, purchase or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any equipment, product or service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

The Company's obligations, if any, with regard to its project undertakings, technology, equipment, products and services are governed solely by the agreements pursuant to which they are provided, order, purchased, and delivered, and nothing on this Site should be construed to alter such agreements,

The Company may make changes to any equipment, products, or services offered on the Site, or to the applicable prices for any such equipment, products, or services, at any time, without notice. The materials on the Site with respect to equipment, products, and services may be out of date, and the Company makes no commitment to update the materials on the Site with respect to such equipment, products, and services.

The following terms also govern and apply to your use of the Site, and are incorporated herein by this reference:

- Guidelines for Using Michael & Hope LLC Trademarks, Service Marks and Copyrights
- Privacy Policy
- Legal Contacts
- Claims of Copyright Infringement

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

Privacy

The Michael & Hope LLC Privacy Policy applies to the use of this Site, and its terms are made a part of these Terms of Use by this reference. To view our Michael & Hope LLC Privacy Policy, see our main page. Additionally, by using the Site, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Links to Other Sites and to the Michael & Hope LLC Site

This Site may contain links to other independent third-party Web sites (“Linked Sites”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under the Michael & Hope LLC’s control, and the Company is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Disclaimers

Michael & Hope LLC DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE, OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENTS ARE DELIVERED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. Michael & Hope LLC CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. Michael & Hope LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Michael & Hope LLC DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY Michael & Hope LLC SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST Michael & Hope LLC FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability, or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of, or unauthorized access to, alteration of, or use, whether for breach of contract, tort,

negligence or any other cause of action.

Michael & Hope LLC reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Michael & Hope LLC be liable to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if Michael & Hope LLC has been advised of the possibility of such damages.

If notwithstanding the other provisions of these Terms of Use, Michael & Hope is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, the Company's liability shall in no event exceed the greater of (1) the total of any product purchase or service fees paid to the Company or similar fees with respect to any service or feature of or on the Site paid in the three (3) months prior to the date of the initial claim made against the Company (but not including the purchase price for any Company manufactured hardware or software products or similar support services and programs provided by the Company), or (2) US \$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold Michael & Hope LLC, its officers, directors, shareholders, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims, or expenses (including attorneys' fees) made against Michael & Hope LLC by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

Michael & Hope LLC may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary for connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the Company's rights or property, or the rights or property of visitors to or users of the Site, including Michael & Hope LLC customers. The Company reserves the right at all times to disclose any information that the Company deems necessary to comply with any applicable law, regulation, legal

process, or governmental request. Michael & Hope LLC may also disclose your information when the Company determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Michael & Hope LLC may preserve any transmittal or communication by you with the Company through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or if Michael & Hope LLC determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Michael & Hope LLC, its employees, users of or visitors to the Site, and the public.

You agree that Michael & Hope LLC may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice and will cause irreparable harm to Michael & Hope LLC, for which monetary damages would be inadequate, and you consent to Michael & Hope LLC obtaining any injunctive or equitable relief that Michael & Hope LLC deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Michael & Hope LLC may have at law or in equity.

You agree that Michael & Hope LLC may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Michael & Hope LLC does take any legal action against you as a result of your violation of these Terms of Use, Michael & Hope LLC will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Michael & Hope LLC. You agree that Michael & Hope LLC will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to our use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Delaware, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in the state of Delaware, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a

consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

Claims made under the separate terms and conditions of purchase of equipment, products, goods, and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Michael & Hope LLC and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly, and in good faith, to resolve the dispute using direct negotiations between their authorized executives. If the Company and you are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall proceed to resolve the dispute using binding Arbitration under the rules then in effect of the American Arbitration Association.

Void Where Prohibited

Michael & Hope LLC administers and operates the (www.govertical.co) website from its location in the United States; other Michael & Hope LLC and affiliate entity websites may be administered and operated from various locations within and outside the United States. Although the Site is accessible worldwide, not all features, products, equipment, and services discussed, referenced, provided, or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside of the United States and certain countries. Michael & Hope LLC reserves the right to limit, in its sole discretion, the provision, and quantity, of any feature, product, equipment, or service to any entity or person, or geographic area. Any offer for any feature, equipment, product, or service outside the United States and certain foreign countries, is void where prohibited by laws and regulations of those locations. If you choose to access the Site from outside the United States or the United Kingdom, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product, equipment or service offered on the Site, in violation of any applicable laws or regulations, including without limitation, United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. The Terms of Use constitute the entire agreement between you

and Michael & Hope LLC with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and the Company with respect to such use are hereby superseded and canceled. Other than as provided in a purchase agreement, purchase order, contract for services, Statement of Work, Master Services Agreement or signed proposal agreement, you enter into with Michael & Hope LLC, Michael & Hope LLC will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Michael & Hope LLC's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Michael & Hope LLC of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Michael & Hope LLC and you or any other party deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Michael & Hope LLC provides access to certain Michael & Hope LLC data, information, projects, services and therefore, may contain references or cross-references to certain of our products, equipment, and services that are not available or allowed in your country or in all areas and locations. Such reference does not imply that Michael & Hope LLC intends to provide, announce or make available such products, equipment, and services in your particular country or region of a country.

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