

## Privacy Policy

CAPATTERY INC. [“we”, “us”, or “our”] is focused on making the CAPATTERY INC. experience the safest and best possible for you and your end-users [“you”, “your”]. We have great respect for people’s personal privacy, and we consider this very important. In order to provide you with a useful service when you are purchasing our products or using our services; we need some data from you in order to do so; otherwise we cannot provide you with a useful product and service. Our commitment to you is that we will use our best efforts to ensure any information submitted to, or gathered by us; remains private, and is only used for the purposes set forth in this policy.

This page states the CAPATTERY INC. Privacy Policy (herein the “Policy”) and sets forth the collection, use, and disclosure practices that apply to the CAPATTERY INC. Website, CAPATTERY INC. Software, CAPATTERY INC. Services, and CAPATTERY INC. Products (herein “Services”). Your purchase or using Capattery products referred to in this Privacy Policy at time as the “product”; you explicitly accept, without limitation or qualification; the use, collection, and disclosure of personal information provided by you in the manner described in this Policy. Please read the Policy carefully as it affects your rights and liabilities. If you disagree with the way we collect and process personal information, please do not use CAPATTERY INC.

### WHAT INFORMATION DO WE COLLECT?

#### Information You Submit

When you request information, subscribe to or purchase a product, register as a user product or service, respond to an online survey, or otherwise actively send us data; we may collect data including, but not limited to; your full name, email address(es), mailing address(es), telephone number(s), and information related to the business you represent. If the product or service provided is something we charge for, we will also collect payment information; such as credit card numbers and related verification information, phone number, email address, and billing/shipping addresses; in order to process the order. In all of the above cases, you will know exactly what data we collect through the Site, because you actively submit it to us.

## Information We Gather

By and in part of the standard operation of the Site, we may collect information from your computer or mobile device; including but not limited to your browser type, device type, operating system, IP address, and the domain name from which you accessed the Site. Additionally, we may collect behavioral information about your use of the Site; this includes but is not limited to; the date and time you visit the Site, actions taken while viewing information on the Site, which areas or pages of the Site you visit or view, the amount of time you spend viewing the Site, the number of times you return to the Site, and other such analytics data. We may also collect similar data regarding your usage of our Services. We also may acquire personal information from third parties who provide it to us.

## Information Obtained Through Other Sources

Due to the nature of our Services, information about you may be collected by a CAPATTERY INC. or other affiliated third parties; and this information may be stored, transmitted, processed, or otherwise put into some form of use; using some or all elements of CAPATTERY INC.'s Services or resources (such as servers and databases etc.). The collection and usage of such information occurs outside the control of CAPATTERY INC., and therefore we are not responsible for any privacy issues caused by a CAPATTERY INC. customer or otherwise affiliated third party. The third party in question is responsible for upholding and enforcing their own Privacy Policies, License Agreements, and Terms of Service. Please review our Terms of Use for more information.

## HOW DOES CAPATTERY INC. USE THE INFORMATION?

For the purposes of this policy, the terms "using" and "processing" of information includes; the use of cookies, analyzing information through various methods, other means of storage on a computer or mobile device, and also the collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information; within our organization or among our subsidiaries within the European Union, the United States, or internationally.

## Personal Information

We use Personal Information for only the following purposes: (1) to operate the Services, (2) account verification, (3) to fulfill product and services requests, (4) to improve and optimize the Services, (5) to personalize your experience, (6) responding to inquiries or providing support, (7) to provide software updates and product announcements, (8) to better understand your needs and interests, and (9) to provide you with further information and offers from us that we believe you may find useful or interesting, such as targeted advertising or promotional campaigns.

## Non-Personally Identifiable Information

We may use Non-Personally Identifiable Information for the following purposes: (1) to trend analysis and usage of resources through aggregated data, (2) to improve the features and functionality of our Services, (3) to better understand your needs and interests, and (4) to better understand the needs and interests of End-Users. We may also share Non-Personally Identifiable Information from End-Users with our CAPATTERY INC. Account Holders, to allow them to provide more value to end-users, or to provide more insight into end-users. In this context, any information shared with Account Holders; will not contain or be linked to your Personal Information; unless you have given us your explicit consent or the end-user has given us their explicit consent. For example, an CAPATTERY INC. Account Holder may want to better understand how to create a compelling and non-intrusive experience for end-users, and CAPATTERY INC. may provide aggregated information to show examples of practices that worked well, and practices that did not work well.

## Cookies and Other Technologies

A cookie is a small text file that may be stored on the hard drive of your computer or device when you access the Site. We may use cookies and/or other storage on your device to help us collect, maintain, and use this information, for the following purposes: (1) personalize your experience and provide you with customized content, (2) monitor Site and Account usage to better understand how you interact with our Services, (3) remember you when you return to the Site, and (4) conduct research to improve our content and services.

You may refuse to accept cookies, but by doing so you may not be able to use certain features on the Site, or take full advantage of all of our offerings. All web browsers offer you some form of ability to manage your cookie preferences.

We may also use a third party analytics partner, who may employ some form of software technology to help us better manage content on our Site; by informing us about what content is effective. The information gathered by third party analytics software is not tied to Personally Identifiable Information; however the use of cookies and other technologies by our partners and service providers is not covered by our privacy statement. We do not have access or control over these third party cookies and technologies.

Our Site also includes social media features, such as the Facebook “Like” button, Google Plus “Share” button and Twitter “Tweet” button. These features may collect your IP address and page visits; and may set a cookie to enable their feature to function properly. Social media features are either hosted by a third party or hosted directly on our Site. Your interactions with these features are governed by the privacy policy of the company providing it

## WHEN DO WE SHARE OR DISCLOSE INFORMATION?

We may disclose or share information collected from you and about you; to the following entities; for the following purposes: [1] to our service providers and suppliers, if such disclosure enables any of them to perform a business, professional, or technical support function for us, for example to process payments, [2] as necessary if we believe that there has been a policy violation such as those published on our site, or some violation of terms you signed, or some other violation of our rights or the rights of any third party, [3] to respond to judicial process and provide information to law enforcement agencies, or in connection with an investigation on matters related to public safety, as permitted by or otherwise required by law, and [4] otherwise with your consent. Additionally in the event of a merger, acquisition, reorganization, or sale of our company or our assets, or in the event of our bankruptcy; your personal information may be one of the transferred or acquired assets. We may also share your personal information where you have granted us permission to do so, and we reserve the right to use and disclose any information collected via the Site that is not in a Personally Identifiable form.

## HOW CAN I UPDATE OR DELETE MY PERSONAL INFORMATION?

You may review, update, correct, or delete any Personal Information in your CAPATTERY INC. Account by contacting us, or by making the appropriate modifications in your Account profile or preferences if you have created an account via our ecommerce payment processor. If you completely delete all such information, then your account may become deactivated. If you would like us to delete your Account and/or remove your records from our system, please contact us and we will delete your account within 30 days if we do not have any legal obligation to retain the record.

## IS MY INFORMATION SECURE?

Security is of paramount importance to us, and we work hard to ensure that our Site and Services are as secure as is possible. We have taken certain physical, electronic, contractual, and managerial steps to safeguard and secure the information we collect from Site visitors and Service users. However no method of transmission over the Internet, or method of electronic storage, is ever 100% secure; therefore while we endeavor to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. If you register on our Site or use our Services, it is your responsibility to protect the security of your Account, and any end-users you are providing services to through our Services and your Account.

## INTERNATIONAL TRANSFER

Your information may be transferred to, maintained on, and processed; on computers located outside of your country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. We have taken reasonable measure to ensure compliance with the privacy laws of the United States of America and the European Union, and will take further reasonable measures to maintain and/or improve compliance in the future. The protections given to you by this Privacy Policy still apply. Your submission of any such information discussed in this policy, represents your agreement to that transfer.

## LINKS, AND THIRD PARTY SITE AND SERVICES

The Site may contain links to Third Party Websites, and some Third Parties may use our Services to provide services to end-users. Third Parties may have privacy policies that differ from our own, and we are not responsible for the activities and practices that take place on these sites; or any services provided through our Services. We therefore encourage you to review the privacy policy posted on the Third Party Website; should you access them through the Site, or through our Services. The fact that we may link to or incorporate a third party's services, functionality, or website; or present some type of advertisement; is not an endorsement, authorization, or representation of our affiliation with that third party; nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over Third Party Websites, or any third party services provided through our Services; including their use of personal information. Our Privacy Policy only applies to our Site and Services, and we are not responsible for the privacy practices or content of other websites, or third party services provided through our Services.

## GENERAL

### Do Not Track

We do not currently use a mechanism to act upon "Do Not Track" instructions. We are however investigating such options.

### Information Retention

We will retain your information for as long as your Account is active, or as is needed to provide you with our Services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Additionally we will delete information after it is no longer useful for providing our Services.

## Children's Information

The Site and our Services are not directed to children under the age of 13, nor do we knowingly collect any personal information from them.

## Policy Agreement

By using any part of the Site or our Services, you agree to the current Privacy Policy and Terms of Service to which this Privacy Policy is incorporated.

## Changes to This Policy

We reserve the right to make change this privacy policy from time to time at our sole discretion. When we do, we will post the change(s) on our website.

## Terms and Conditions

This website <https://capattery.co/> (this "Site") is operated by CAPATTERY INC. ["CAPATTERY INC.", "we", "us", or "our"]. The Site offers product information and additional services, including the ability to purchase devices (domestically and internationally), content, distribution, and at times contests and contest rules. In this Site's Terms & Conditions ["TOC"], we provide the terms that permit you individually or on behalf of your company, institution, organization or other entity, (collectively, "you" or "your") to use this Site.

PLEASE READ THE TOC CAREFULLY.

The following TOC constitutes a binding agreement between you and CAPATTERY INC., and governs your access and usage of the Site, including any related information or services provided by the Site. By accessing or using the Site, you agree to this TOC. You also agree that you have authority to bind the organization you represent to the terms stated in this TOC. If you do not agree to this TOC, you may not and should not use the Site.

## PURPOSE

This Site allows those who have purchased Capattery products, those who are interested in purchasing our products and/or learning about Capattery with information and additional services, including the ability to purchase devices (domestically and internationally), content, distribution, and at times contests and contest rules.

## USES OF THE SITE

The use of your Account and tools available on this Site shall be subject to the additional terms set forth in the Terms of Service.

## COPYRIGHT NOTICE AND USES OF SITE CONTENT

The contents of the Site are protected by the copyright and other laws of the United States, the European Union, and its treaty countries and other jurisdictions (except as may otherwise be provided in a written Agreement you have with CAPATTERY INC.). You may not modify, copy, reproduce, republish, upload, post, transmit, transfer, or distribute in any way, any of the contents of this Site. You may download content from this site solely for your personal, non-commercial use (except as may otherwise be provided in a written agreement you have with CAPATTERY INC.), provided you keep intact all

copyright and other proprietary notices.

## THIRD PARTY SERVICES, WEBSITE, OR RESOURCES

The Site may contain links, content, resources, or services provided by third parties (thereby "Third Party Resources"). When you access Third Party Resources, we are not responsible or liable for the availability, accuracy, functionality, adherence to third party/CAPATTERY INC. policies, or legality thereof. You also agree that Third Party Resources are independent from CAPATTERY INC., and that CAPATTERY INC. has no control over any content on those websites or other Third Party Resources. We do not endorse such websites, services, or resources or the content, products, or services on or available from such Third Party Resources. You are solely responsible for and assume all risk arising from your use of any of these websites, services, or resources.

## PRIVACY

Our goal is to make the Site as simple and useful as possible. In order to accomplish this, we may need to collect and process certain information from you when you use the Site. You can find more detail about our practices regarding the information we collect in our Privacy Policy. By agreeing to this TOC, you also agree to our Privacy Policy, and you agree that we may collect, use, and disclose, certain information you provide during your access to or use of the Site, and in some cases information that is provided to the Program by other parties. Information, including but not limited to, personal information collected through the Site may be stored and processed in the United States or any other country in which CAPATTERY INC.

or its affiliates or agents maintain facilities. By using the service, you consent to any such transfer of information outside of your country.

Due to the nature of the Site, and the services provided by the Site, it is possible that private information may be collected by a CAPATTERY INC. customer or other affiliated third party, and this information may be stored, transmitted, processed, or otherwise put into some form of use, using some or all services or resources provided by CAPATTERY INC. (such as databases, servers, etc.). The collection and usage of such information occurs outside the knowledge and purview of CAPATTERY INC. CAPATTERY INC. is in no way responsible for any privacy issues caused (whether intentionally, accidentally, or through some other failure) by a CAPATTERY INC. customer or otherwise affiliated third party. The third party in question is responsible for upholding and enforcing their own Privacy Policies, License Agreements, and Terms of Service. Please review our Privacy Policy for more information.

#### ADDITIONAL TERMS FOR FORUMS, BLOGS, AND OTHER SOCIAL MEDIA

Our Site may provide one or more forums, blogs, knowledge bases, help desk, or other interactive/social media features (hereby "Forums") for visitors to our Site; the purpose being to exchange information with each other and with CAPATTERY INC. about CAPATTERY INC.'s products and services (the "Purpose"). If you use the Forums, in addition to any other terms, we may require when you register to use the Forums, or otherwise submit posts on the Forums, that you agree to the following:

#### RESTRICTIONS

You agree not to use the Forums for any reason other than the Purpose. Material on the Forums is protected by international copyright and trademark laws where applicable. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way any material from the Forums including any code or software we may provide. Except as permitted through a "Share" function which we may provide on the Forums, or when used to fix a support issue for Site features and services and beacons, or with our express written permission. Content on the Forums may also be downloaded or otherwise copied if meant for personal, and non-commercial use.

#### POSTS ARE NOT THE OPINION OF NANTECH ENERGY INC.

Some individuals posting to Forums work for CAPATTERY INC.; however, opinions expressed on Forums and in any subsequent comments are the personal opinions of the original authors, and do not necessarily reflect the views of CAPATTERY INC.



## MODERATION OF POSTS

Although we may attempt to keep objectionable content off the Site, it is impossible for us to review all content, at all times. All content posted on Forums are the expressed views of the author, and CAPATTERY INC. will not be held responsible for any content posted on Forums.

## RESPONSIBILITY OF POSTS

If you post any messages, upload files, input data, or engage in any other form of communication through the Forums (a "Post" or "Posts"), you assume all responsibility for making those posts and their exchange, and you agree to indemnify CAPATTERY INC. from all responsibility thereof.

## YOU REPRESENT AND WARRANT THE FOLLOWING

(a) you own all right, title, and interest in and to the Post, or you have been granted sufficient rights in and to the Post, thus allowing you to make such a Post; (b) you will not post any messages or other materials that are obscene, vulgar, sexually-orientated, hateful, threatening, or that otherwise violate any laws; (c) you must not breach obligations of confidentiality that you owe to another party either in posting or using a Post; (d) any Posts you make to the Site do not infringe any third party copyright, trademarks, any other intellectual property rights, or any applicable law; and (e) you will indemnify us and our affiliates, partners, licensors, service providers, content providers, and our and their directors, officers, employees, and agents; against all claims, losses, liabilities, costs, damages and expenses incurred by us or them due to any breach by you of this TOC, or your use of the Forums. For the purposes of this section, references to "your use" of the Forums shall also include any use by a third party, where such third party accesses the Forums using your computer/tablet/mobile device.

## WHEN USING THE FORUMS AND VIEWING POSTS, YOU ALSO NEED TO BE AWARE OF THE FOLLOWING:

All Posts on the Forums can be viewed by other users of the Forums, and generally to other visitors or users to the Site. Therefore, it's recommended that you not include in any Post information you wish to keep confidential, or which you deem to be proprietary to you. The Forums may include contributions from various sources (including third party users) over which CAPATTERY INC. has no control. CAPATTERY INC. does not pre-screen or otherwise exercise editorial control over Posts, and takes no responsibility for such Posts. CAPATTERY INC. reserves the right to edit or remove Posts at any time and in its sole discretion, including Posts that are in breach of this TOC, or in breach of any obligation of confidentiality you owe CAPATTERY INC., infringe or are alleged to infringe the intellectual property rights of any third party, or are defamatory, or otherwise are not relevant to the Forums. CAPATTERY INC. will not be liable in relation to the removal of, or failure to remove, any Posts. Our Forums may allow you to send messages directly to other Forum users who have made their contact information available for receiving such messages. You agree to only send messages to other Forum users in accordance with the Purpose, and any other use of the ability to send messages to other Forum users is strictly prohibited. You shall not use the contact information made available through the Forum for any of the following: [1] to send unsolicited

commercial email (i.e. spam) or any other type of unsolicited commercial message, or (2) to send any message that is vulgar, sexually-orientated, hateful, threatening, or otherwise violates any laws. By adding a Post to the Forum, you are granting CAPATTERY INC. a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: (1) post, use, copy, sublicense, adapt, transmit, publicly perform or display any such Post; (2) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, host, communicate, make available and publish your Post without restriction; and (3) sublicense to third parties the un-restricted right to exercise any of the previously stated rights granted with respect to the Post. The previous statements shall also include the right to exploit any ideas, concepts, intellectual property, or proprietary rights in such Posts; including but not limited to rights under copyright, trademark, service mark, or patent laws, under any relevant jurisdiction, without CAPATTERY INC. owing any monies or other services to you whatsoever. CAPATTERY INC. employees must abide by the CAPATTERY INC. Forums Policy in all Posts. Our Forums may contain additional rules or posting guidelines for making Posts. In such a case, you agree to any such additional rules or posting guidelines for making Posts.

#### DISCLAIMERS

Your use of the Site, Forums, and any other Feature or Service provided by CAPATTERY INC. (the "Site") is at your sole discretion and risk. For the purpose of this section, this Disclaimer also includes any hardware manufactured and sold by CAPATTERY INC. ("Hardware" or "Capattery"). We will not be responsible for any harm to your computer or mobile device, loss of data, personal injury, property damage, or other harm that results from your use of the Site or Hardware. THE MATERIALS ON THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. COMMENTARY AND OTHER MATERIALS POSTED ON THE SITE ARE NOT INTENDED TO BE ADVICE ON WHICH RELIANCE SHOULD BE PLACED, AND CAPATTERY INC. THEREFORE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY SUCH RELIANCE

We do not make any warranties regarding the security, accuracy, reliability, timeliness and performance of the Site or Hardware; or that the Site or Hardware will be error-free or that any errors will be corrected. CAPATTERY INC. will not be liable, and you are solely responsible, for any and all costs associated with access, usage, maintenance, repair, and correction of any equipment you use to access or use the Site or Hardware.

We are not responsible for the incorrect or inaccurate transcription of information; problems related to any of the equipment or software associated with the Site or Hardware or used by you; human error outside our reasonable control; any interruption, deletion, omission, degradation, defect, or failure of any telephone network or electronic transmission; or problems relating to inability to access the Site or Hardware.

We are not responsible for the privacy issues or failures caused by you, a CAPATTERY INC. customer, or otherwise affiliated third party; who uses services provided by the Site to collect, store, process, or otherwise use sensitive information; whether the cause is intentional, accidental, or due to some other failure. Usage of information as described in this section occurs outside the knowledge and purview of CAPATTERY INC. You are responsible for upholding and enforcing your own Privacy Policies, License Agreements, and Terms of Service.

TO THE FULLEST EXTENT PERMISSIBLE IN REGARDS TO APPLICABLE LAW, CAPATTERY INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY OTHER CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW, CIVIL LAW, OR LAW OF EQUITY. CAPATTERY INC. DOES NOT WARRANT THAT THE SITE OR HARDWARE, INCLUDING SERVICE USED TO OPERATE THE SITE OR HARDWARE, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CAPATTERY INC. DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SITE IN TERMS OF CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE.

#### INDEMNITY

You agree to defend, indemnify, and hold CAPATTERY INC., its officers, directors, employees, and agents; harmless from and against any claims, liabilities, damages, losses, and expenses; including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with; your access to or use of the Site or Hardware; your violation of the Terms of Service; or your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.

#### LIMITATION OF LIABILITY

IN NO EVENT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, SHALL CAPATTERY INC., ITS OFFICERS, INVESTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT ARISE OR RESULT FROM OR ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE, THE FORUMS, MADE AVAILABLE ON OR THROUGH THE SITE, OR ANY HARDWARE SOLD BY CAPATTERY INC., ITS LICENSORS, OR ITS AGENTS AND DISTRIBUTORS. UNDER NO CIRCUMSTANCES SHALL CAPATTERY INC.'S AGGREGATE LIABILITY EXCEED USD \$10.00. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT CAPATTERY INC. AND ITS AFFILIATES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OF THE SITE, OR ANY POST MADE TO THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY MATERIALS MADE AVAILABLE BY OR THROUGH THE SITE, OR WITH THIS TOC, YOUR SOLE AND EXCLUSIVE OPTION IS TO DISCONTINUE USING THE SITE.

## EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties, or the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you.

## NOTICES OF COPYRIGHT INFRINGEMENT

If you believe your intellectual property rights are infringed by any content on the Site, send us a written notification using the contact information found on the Site. We require some form of proof and an official statement that you are, or that you represent the intellectual property rights owner, and that you have a good faith belief that your rights are being infringed, or that there is some unauthorized use of your intellectual property on the Site or Forums. We also require some reasonable time to respond to, or remedy the situation as we feel is appropriate. We are not responsible for, and are unable to take action against, intellectual property rights infringements, when said property is not stored on or transmitted through the CAPATTERY INC. Site, or the Servers and Networks used to operate the Site.

## EXPORT COMPLIANCE ASSURANCES

You acknowledge that all products, services, proprietary data, know-how, software, or other data or information (herein referred to as "Products") obtained from CAPATTERY INC., including any Product derived thereof, are subject to the United States export control laws. Accordingly their use, export, and re-export, may be restricted or prohibited. You and your affiliates agree to obtain prior to export, an authorization from the applicable agency (either in writing or as provided by applicable regulation). You, therefore, agree that neither you nor your subsidiaries or affiliates will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported, any such Products or any direct Product thereof to any destination or entity prohibited or restricted under U.S. law, including but not limited to U.S. embargoed or sanctioned countries or entities (including their nationals) unless you obtain prior to export, an authorization from the applicable agency (either in writing or as provided by applicable regulation). You further agree that no Products received from CAPATTERY INC. will be directly or indirectly employed in military applications, and especially any weaponized end uses, or in any manner transfer to another party for any such end use, or other nefarious activity. This requirement shall survive any termination or expiration of this Terms of Service.

## COPYRIGHTS

The Capattery logo is a copyright of CAPATTERY INC. Certain other product names, brand names, and company names mentioned in this site, may be trademarks or copyrights of their respective owners.

## MODIFYING AND TERMINATING OUR TERMS AND CONDITIONS

This TOC is effective until modified or terminated by CAPATTERY INC. CAPATTERY INC. may modify this TOC from time to time and will make a reasonable attempt to notify you by making the revised version available via the Site, and an updated revisions date will indicate that changes have been made. The new TOC will be effective when posted. Your use of the Site after any such modifications or revisions are posted, shall indicate your acceptance of any modified or revised terms. If for some reason you do not agree to the modified or revised terms, then do not access or use this Site. CAPATTERY INC. may also terminate this TOC at any time without notice to you. In the event of termination, you are no longer authorized to access the Site, and the restrictions imposed on you with respect to the Site, including the disclaimers, limitations of liabilities, and export restrictions stated in this agreement shall survive.

## MODIFYING AND TERMINATING OUR SERVICES

CAPATTERY INC. will occasionally change and improve on our Hardware, Software, and Services made available through the Site (herein "Services"). We may add, modify, or remove functionalities or features, and we may suspend or terminate a feature or service altogether. You can stop using CAPATTERY INC. Services at any time, and CAPATTERY INC. may also stop providing Services to you, or add or create new limits to our Services at any time.

## GENERAL

This TOC shall be governed by the laws of the United States, without giving effect to its conflicts of law principles. Any dispute in connection with this TOC must be brought to the courts in Las Vegas, NV (USA), and you consent to personal jurisdiction and venue in such courts for purposes of any such dispute. If any provision of this TOC should be deemed unlawful, void, or for any reason unenforceable, then that provision shall be regarded severable from this TOC, though it shall not affect the validity and enforceability of any remaining terms or provisions.