

TERMS OF USE

Effective Date: August 4, 2023

Sequon LLC d.b.a Altruix (“Altruix”, “our”, “us” or “we”) grants you access to our website located at <https://altruix.com/>(the “Website”) conditioned on your acceptance of these Terms of Use (these “Terms of Use”). These Terms of Use will govern your (“you” or “your”) access to and use of the Website.

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US, AND BY USING THE WEBSITE, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST CEASE USING THE WEBSITE IMMEDIATELY.

Binding Arbitration

These Terms of Use provide that all disputes between you and us will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the section of these Terms of Use titled “Dispute Resolution; Arbitration Agreement” for the details regarding your agreement to arbitrate any disputes with us.

Modifications to These Terms of Use

We reserve the right, in our sole discretion, to modify these Terms of Use at any time without notice to you. We will post all modifications to these Terms of Use on the Website and they will become effective immediately upon being posted to the Website. Your continued use of the Website following the posting of such modifications constitutes your acceptance of them. Therefore, you should check the Effective Date of these Terms of Use each time that you visit the Website and review any modifications made since the last time that you visited it.

Access and Use of the Website

You may use and browse the Website for your non-commercial purposes. To the extent that you provide any information, including but not limited to personal information, to Altruix or its representatives through or in connection with your use of the Website, you warrant that (i) you are providing or obtaining only your own information or the information of others which you are authorized to provide to third parties and/or obtain from third parties on their behalf; and (ii) the use of such information by Altruix and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

Restrictions

You agree that you will not yourself or through any third party: (i) use the Website in a manner that violates applicable laws or the rights of third parties, including intellectual property laws, right of privacy, or any third-party rights with respect thereto; (ii) engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the Website or which may harm us or other users of the Website; (iii) violate the security of the Website, including by using any device, software or routine that interferes with the proper functioning of the Website, accessing or attempting to access any systems or servers on which the

Website is hosted, modifying or altering the Website in any way or forging headers, misrepresenting your identity or otherwise manipulating identifiers to deceive others; (iv) use automated data extraction tools or manual processes to extract Proprietary Materials from the Website; or (v) except as otherwise explicitly provided on certain Proprietary Materials that you may access through the Website, remove, conceal or alter any identification, copyright or other proprietary rights notices or labels on the Website or Proprietary Materials.

Privacy Policy

We will treat all personal information that you choose to provide to us through the Website, if any, in accordance with our privacy policy located at: <https://altruix.com/privacy-policy/> (“Privacy Policy”). By using the Website, you consent to the privacy practices set forth in the Privacy Policy.

Modifications to the Website

We may terminate, change, suspend or discontinue any aspect of the Website at any time without notice to you.

Proprietary Materials

The Website contains forms, content, information, trademarks and other proprietary materials, including all intellectual property, service marks, information, data, and other materials made available to you in connection with these Terms of Use, together with the design of the Website, and text, scripts, graphics and features and other content and materials therein that belong to us and our licensors and that are protected by copyright, trademark and other intellectual property laws (collectively, “Proprietary Materials”).

You should assume that everything on the Website is Proprietary Materials, and, except as otherwise explicitly provided on certain Proprietary Materials that you may access through the Website, you shall not reproduce, distribute, publicly display, publicly perform, prepare derivative works of or otherwise use or exploit Proprietary Materials in any way without our prior written consent. Commercial use of Proprietary Materials is strictly prohibited. All rights not expressly granted herein are reserved to us and our licensors, nothing in these Terms of Use shall transfer to you any right, title, or interest in or to any Proprietary Materials.

Third-Party Websites

We may include links on the Website to third-party websites that we do not control or operate (each, a “Third-Party Website”). We are not responsible for any information, content, advertising, products, services or other materials on any Third-Party Website, and the presence of such links does not constitute our endorsement, approval or sponsorship of any Third-Party Website. If you choose to link to any Third-Party Website, you are doing so at your own risk and you will be subject to the Terms of Use of that website. Therefore, before interacting with any Third-Party Website, you should consult the legal terms governing the use of such Third-Party Website. We expressly disclaim any and all liability resulting from your use of any Third-Party Website.

Disclaimer

YOU UNDERSTAND AND AGREE THAT USE OF OR CONNECTION TO THE INTERNET IS INHERENTLY INSECURE AND THAT CONNECTION TO THE INTERNET PROVIDES OPPORTUNITY FOR UNAUTHORIZED ACCESS BY A THIRD PARTY TO COMPUTER SYSTEMS, NETWORKS, AND ANY AND ALL INFORMATION STORED THEREIN. ALL INFORMATION TRANSMITTED AND RECEIVED THROUGH THE INTERNET IS SUBJECT TO UNAUTHORIZED INTERCEPTION, DIVERSION, CORRUPTION, LOSS, ACCESS, AND DISCLOSURE. ALTRUIX SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF YOUR CONNECTION TO OR USE OF THE INTERNET, AND SHALL NOT BE RESPONSIBLE FOR ANY USE BY YOU OF AN INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE, OR REGULATION OR ANY VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER. THE WEBSITE AND PROPRIETARY MATERIALS ARE PROVIDED "AS-IS", "WHERE-IS" AND "AS-AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTRUIX HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF YOURSELF AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "ALTRUIX PARTIES") ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER ALTRUIX NOR ANY OF THE ALTRUIX PARTIES REPRESENTS OR WARRANTS THAT THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS, IF ANY, WILL BE CORRECTED OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DOES ALTRUIX OR ANY OF THE ALTRUIX PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, QUALITY, PERFORMANCE OR SUITABILITY OF THE WEBSITE OR PROPRIETARY MATERIALS. ALTRUIX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND/OR USE OF THE WEBSITE OR PROPRIETARY MATERIALS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF ALTRUIX'S OR ALTRUIX PARTIES' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY TRANSMISSION TO OR FROM THE WEBSITE, AND/OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE THROUGH THE ACTIONS OF ANY THIRD PARTY.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALTRUIX OR ANY OF THE ALTRUIX PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY RESULTING FROM OR RELATED TO ANY DISCLAIMER, IN EACH CASE WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THESE TERMS IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND ALTRUIX, OR ANY ALTRUIX PARTIES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU TO ALTRUIX (IF ANY) OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY

FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY PORTION OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

IF YOU ARE A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS OF USE, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

Any claim or cause of action arising out of or related to your use of the Website, these Terms of Use, or your use of Proprietary Materials made available through or on the Website must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

Indemnification

You shall indemnify, defend and hold harmless Altruix and the Altruix Parties from and against any and all claims, actions, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorneys' fees, costs of collection and other costs of defense) arising out of or relating to your use of the Website or Proprietary Materials or your violation of these Terms of Use, and you covenant not to sue Altruix or the Altruix Parties for any injuries to you or your property arising out of or related to Your use of the Website

Termination of these Terms of Use

We may, without notice to you, immediately terminate these Terms of Use if you breach these Terms of Use or engage in conduct that we, in our sole discretion, believe is in violation of applicable law or our rights or the rights of other users of the Website.

Upon termination of these Terms of Use, your right to use the Website and Proprietary Materials will immediately terminate and you shall immediately cease all use of the Website. Altruix reserves the right to terminate your access to any or all aspects of the Website or to discontinue any aspect of the Website at any time for any reason whatsoever without notice to you.

Complete Agreement

These Terms of Use and the Privacy Policy constitute the entire agreement between you and us with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, whether oral or written, between us and you with respect to the same. Any rights not expressly granted herein are reserved to Altruix.

Dispute Resolution; Governing Law; Arbitration Agreement

All Disputes will be governed by and construed in accordance with the laws of the Delaware without reference to the choice of law provisions of any jurisdiction. All Disputes arising from or relating to the Website or any relationship or dispute between you and us or you and any Altruix Parties, these Terms of Use, or any policies or practices of any of the above-mentioned Altruix Parties (a "Dispute") will only be resolved subject to final and binding arbitration as set forth in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act to the maximum extent

permitted by applicable law. You further agree that we shall not have a legal obligation to mitigate any of our potential or actual losses sustained hereunder.

The arbitration of that Dispute will be administered by the American Arbitration Association (AAA) in Delaware in accordance with the rules of the AAA. Any proceeding to enforce this arbitration agreement must be brought in the Delaware state court of competent jurisdiction. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts in Delaware. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Punitive and consequential damages may not be awarded under these Terms of Use.

THE PARTIES GIVE UP OUR RESPECTIVE RIGHTS TO GO TO COURT IN CONNECTION WITH ANY DISPUTE AND SUCH RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. NEITHER PARTY SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. NEITHER PARTY AGREES TO CLASS ARBITRATION OR ANY OTHER ARBITRATION PROCEEDINGS WHERE A PERSON BRINGS A DISPUTE AS A REPRESENTATIVE OF OTHER PERSONS. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

Assignment

Altruix may assign its rights and duties under these Terms of Use without notice to you. You may not assign these Terms of Use without the prior written consent of Altruix, and any assignment in contravention of the foregoing shall be null and void.

Severability

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use will remain in full force and effect.

Contact Us

If you have any questions about these Terms of Use, please contact us at info@altruix.com or 886-282-6700.