

Bellman Terms of Service

As of May 1, 2024

Please read these Bellman Terms of Service (“Terms”, “Terms of Service” “Terms of Use”) carefully before using and/or accessing the system, platform, application, webservice, and or equipment (the “Service”). Bellman is operated by MDU Network Technologies, LLC (“MDU Netech” “us”, “we”, or “our”) and used by the User (“you”, “your”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, Users and others who access or use the Service or pay for Service.

By accessing or using the Service, you hereby agree to be bound by these Terms, which may change and/or be updated, from time to time with or without notice to you. If you disagree with any part of the terms, then you and the Users, do not have permission to access or use the Service.

These Terms are a binding legal agreement and govern your use of the Service, including all features and functionalities, applications, updates, notifications and our user interfaces, and all products, content and software associated therewith.

1. Privacy Policy. Your privacy is important to us. This privacy statement explains the personal data MDU Netech processes, how MDU Netech processes it, and for what purposes.

WE DO NOT SELL YOUR DATA OR CONTENT PROVIDED BY YOU.

MDU Netech offers a wide range of products, including but not limited to electronic products used to help operate networks, connect your phone or mobile device to both local networks and wide area networks, monitoring equipment, video equipment, websites, applications running on your phone to determine proximity using Global Positioning Satellites (App), and all their related software. References to MDU Netech products in this statement include the totality of products, services, and websites offered or contemplated by MDU Netech “**Service**”.

MDU Netech collects data from you, through our interactions with you and through our products. You provide some of this data directly (for example phone number or unique phone identifier), and we get some of it by collecting data about your interactions, use, and experiences with our products (for example, the number of times you use the Service, etcetera). The data we collect depends on the context of your interactions with MDU Netech at a particular location. You authorize MDU Netech to keep and store information related to your use of Services.

Some of our products require some personal data to provide you with a service. It enables us using “best-efforts” to contact your phone through any combination of website link, SMS text, and or phone number. **In all cases, text fees, phone carrier fees, and data fees are the responsibility**

of the User and their visitors unless explicitly defined in this Bellman Terms of Service. If you choose not to provide data required to provide you with our product and services, you cannot use that product or feature and may be prohibited from entering a building or area managed by Bellman.

- (a) How We Use Personal Data. MDU Netch uses the data we collect automatically, provided by you, and provided by others about you to provide you with Service.

In particular, we use data to:

- Provide our products, which includes updating, securing, and troubleshooting, as well as providing support. It also includes sharing data, when it is required to provide the service or carry out the transactions you request (for example, requesting that a door be opened remotely by you for a visitor).
- Improve and develop our products.
- Generate use reports provided to property owners or managers who purchased Bellman and subscribe to Service for your benefit to monitor visitor traffic and system use at a location among others.

We also use the data to operate our business, which includes analyzing our performance, meeting our legal obligations, developing our workforce, and doing research.

In carrying out these purposes, we combine data we collect from different contexts to give you a more seamless and consistent experience, to make informed business decisions benefiting MDU Netch, and for other legitimate purposes.

Our processing of personal data for these purposes includes both automated and manual (human) methods of processing. Our automated methods often are related to and supported by our manual methods. For example, our automated methods include artificial intelligence (AI), which we think of as a set of technologies that enable computers to perceive, learn, reason, and assist in decision-making to solve problems in ways that are similar to what people do. To build, train, and improve the accuracy of our automated methods of processing (including AI), we manually review some of the predictions and inferences produced by the automated methods against the underlying data from which the predictions and inferences were made. This manual review may be conducted by MDU Netch employees or vendors who are working on MDU Netch's behalf. Any vendor working on MDU Netch's behalf will be subject to strict confidentiality clauses.

- (b) Reasons We Share Personal Data. By using our Services you consent to us sharing your data, as needed, to complete any transaction or provide any service. We also share data when required by law or to respond to a legal process; to protect our customers; to protect lives; to maintain the security of our products; and to protect the rights and property of MDU Netch.

- (c) How to Access and Control Your Personal Data. You can access your personal data and content saved to your profile through either an online portal using our website or through a downloaded App. Your profile is password protected. In some cases, your ability to

access or control your personal data may be limited, as required or permitted by applicable law.

- (d) Cookies and Similar Technologies. Cookies are small text files placed on your device to store data that can be recalled by a web server in the domain that placed the cookie. We use cookies and similar technologies for storing and honoring your preferences and settings, enabling you to sign in, combating fraud, analyzing how our products perform, and fulfilling other legitimate purposes. MDU Netch apps use additional identifiers for similar purposes.

We also may use “web beacons” to help deliver cookies and gather usage and performance data. Our websites may include web beacons, cookies, or similar technologies from third-party service providers to enhance our services or functions provided to you.

You have a variety of tools to control the data collected by cookies, web beacons, and similar technologies. For example, you can use controls in your internet browser, phone, and or computer settings to limit how the websites you visit are able to use cookies and to withdraw your consent by clearing or blocking cookies.

2. Bellman Account. With a Bellman Account (“Account”), you can sign-in to use Bellman operated by MDU Netch. Personal data associated with your Account includes credentials, name and contact data, device and usage data, information about your visitor history, and more. Signing into your Account permits you to change specific information about you or modify settings to Services provided by us among others. Your visitors do not need an account to use Bellman but will be subject to the same terms as you if using the Services. In addition, the building administrator (or the one who purchased and subscribes for Bellman Services) will have access to information, data logs, and audit trails among other features and information available to them for providing our Service, determining its effectiveness, and for other reasons the administrator may deem relevant. We cannot guarantee that hacks, both internal and external, among other nefarious actions can be stopped or prevented. By using Services and by accessing and using an online username and password you agree to release, discharge, covenant not to sue, indemnify and hold harmless MDU Netch and its directors, officers, owners, employees, agents, contractors, successors and assigns from any in connection with any claim or damage pertaining to the loss or misuse of data.

3. Your Content. Specific to personal MDU Netch Accounts through Bellman, many of our Services allow you to store or share content “**Your Content**” or receive material from others from time to time. We don’t claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve MDU Netch’s products and services, you grant to MDU Netch a perpetual, worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the Services. If you publish Your Content in areas of the Service or where it is available

broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Further, MDU Netch may contact you to ask if Your Content maybe used with your consent which will be provided in writing via electronic (email) format.

4. Code of Conduct.

(a) Acceptable Use. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:

- Don't do anything illegal.
- Don't engage in any activity that exploits, harms, or threatens to harm children or harass other users of Service. Any violation impacting the safety and wellbeing of individuals will be reported to the authorities and MDU Netch will fully assist to ensure prosecution without prejudice.
- Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
- Don't engage in activity that is fraudulent, false or misleading (e.g. impersonating someone else, etcetera).
- Don't help others break these rules.

(b) Enforcement. If you violate these Terms, we may stop providing Services to you or we may close your account. We may suspend you from the Service either temporarily or permanently. **Again, we will contact the authorities if any explicit information is shared that involves the exploitation of minors or harassment of other users of Services.** We may block delivery of a communication to or from the Services in an effort to enforce these Terms or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, MDU Netch reserves the right to review Your Content in order to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so.

5. Using the Services, Support & Monthly Fees.

(a) Bellman account. You'll need a personal Bellman Account to access, use, or enjoy many of the Services. Visitors or guests served by your account will not need their own account, but they will be subject to the Terms of agreement. Your Bellman account lets you sign into products, websites and services provided by MDU Netch and possibly some of MDU Netch's partners.

- i. *Creating an Account*. You can create a MDU Netch account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for a MDU Netch account to use Bellman. In some cases, a third party, like your apartment manager, or building superintendent may have assigned a MDU Netch account to you with general information you provided in your lease or building use agreement. If you received your MDU Netch account from a third party, please review the information for accuracy and make the password personal

to you. Please review any additional terms the third party provided you, as MDU Netch has no responsibility regarding these additional terms. If you create an account on behalf of a user, you represent that you have the legal authority to bind that user to these Terms or that the user accepts these terms upon use of Service. To protect all accounts, keep your account details and password confidential. You are responsible for all activity that occurs under your MDU Netch Bellman account and that of your visitors using Service on your behalf.

- ii. *Account Use.* You must use your MDU Netch Bellman account to keep it active. This means you must sign in at least once in a two-year period to keep your MDU Netch Bellman account, and associated Services and content – personal or otherwise, active. If you don't sign in during this time, we will assume your MDU Netch account is inactive and will suspend or close it for you. If we reasonably suspect that your MDU Netch account is at risk of being used by a third party fraudulently (for example, as a result of an account compromise or your credentials passed on to another party), MDU Netch may suspend your account until you can reclaim ownership. Further, your building administrator or superintendent may ask Bellman services to be suspended if they suspect activity that violates lease or building use agreements. MDU Netch may, at its discretion, honor the purchaser's request until resolution is reached between User and building owner or similar and you will hold MDU Netch harmless in this circumstance among others. Based on the nature of account compromise, we may be required to disable access to some or all of Your Content or Service. If you are having trouble accessing your MDU Netch Bellman account, please contact Bellman's support desk via our online contact section found at www.bellmanaccess.com.
- iii. *Closing Your Account.* You can cancel specific Services or close your MDU Netch account at any time and for any reason. Three statuses are available: Active, Inactive, and Closed. Active (or labeled otherwise) indicates current work status – Bellman will send you notifications when people seek to gain access. Inactive status (or labeled otherwise) is recommended for people who wish to deactivate the service for a period or all together but may want to return to use Bellman Service in the future. Closed status can be selected to close the account. After a period of time, determined by MDU Netch, your information will be scrubbed from the system after being placed in Closed status. If your MDU Netch account is closed (whether by you or us), your right to use the MDU Netch account to access the Services stops immediately unless you are using the service as a visitor. We may delete Data or Your Content associated with your MDU Netch account or may otherwise disassociate it from you and your Bellman account (unless we are required by law to keep it, return it, or transfer it to you or a third party identified by you). You should have a regular backup plan or should have retrieved any personally uploaded Content prior to the closing of your account. MDU Netch should not be viewed as a primary storage site of Your Content; namely your phone number and email address. Please save these and other similar content to your own devices or storage areas.

- iv. *Additional Equipment/Data Plans.* To use many of the Services, you'll need an internet connection and/or data/cellular plan. You might also need additional equipment, like a headset, camera, microphone, phone, and smartphone as ubiquitously understood. You are responsible for providing all connections, fees, plans, and equipment, and their costs needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. We will not reimburse you for such fees.
- v. *Service Notifications.* When there's something we need to tell you about a Service you use or changes to our policies, we'll send you Service notifications via email on file. If you gave us your email address in connection with your MDU Netech Bellman account, then we will send Service notifications to you via email. We may also send via SMS (text message), to verify your identity before registering your mobile phone number and activating your account, text of visitors, among others. **Data or messaging rates may apply when receiving notifications via SMS.**
- vi. *Support.* Customer support for some Services and use, install, and setup information is available at www.bellmanaccess.com. Please see also our website at www.bellmanaccess.com to use the contact us section for communication.
- vii. You may only access the account and use the account for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules and regulations pertaining to your use of the account. You agree that you will not: (i) use the account to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local, state, Federal or international law or regulation, including, but not limited to, export control laws and regulations; (ii) upload, post, email, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane or otherwise objectionable data or content; (iii) upload, post, email or otherwise transmit any data or content that you do not have a right to transmit; (iv) upload, post, email, or otherwise transmit any data or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (v) alter, damage or delete any content or other data that are not your own or to otherwise interfere with the ability of others to access or use the account; (vi) claim a relationship with or to speak for any individual, business, association, institution or other organization for which you are not authorized to claim such a relationship; (vii) upload, post, email or otherwise transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users including, without limitation, "junk mail," "spam," "chain letters," or "pyramid schemes"; (viii) interfere with or disrupt the account or servers or networks connected to the account, or the Service or disobey any requirements, procedures, policies or regulations of networks connected to the account; (ix) collect or store personal data about other users; or (x) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes, any portion of the account, use of the account or access to the account.

- viii. *Monthly Fees* Bellman cannot function without a monthly subscription. Two options are available to the party responsible for initiating the purchase and activation of the equipment. First, the equipment can use an LTE (cellular) service. The current rate for cellular service is \$28.06 per month. In lieu of cellular service, a network connection can be used for \$17.98 per month with the cost of the network connection paid for by the subscriber of Bellman service – namely the property owner, property manager, or superintendent among others. These services can be exchanged at any time with the new plan starting at month end of the current service used. These fees include 500 text messages to residents or visitors per month. Each additional block of 500 text messages will be charged at \$5.00 per month. Blocks will not carry forward and cannot be banked. Monthly fees will be invoiced automatically. A second invoice for additional text blocks will be billed separately. Failure to pay either invoice within 30 days of delivery may result in the suspension of Bellman service. Included in the monthly fee is voice, video calling, and text/SMS messaging. Bellman and MDU Netech reserve the right to increase the monthly fee at any time. Increases shall target but are not guaranteed to be no more than an increase plus 12% of the CPI index as is commonly found at the Bureau of Labor Statistics in a given year or multiple years if an increase was not assessed in prior years. A reduction in the CPI index does not guarantee a reduction in subscription fees. Fees shall only be adjusted once a year and may occur at any time.

If you initiate a Charge-Back claim pertaining to monthly fees (past or present) through a credit card company and funds and penalties are withdrawn from us we will 1) immediately suspend Bellman services, 2) not re-activate Bellman services until you either remove the claim or pay us for any fees and penalties plus \$55 incurred by us due to the Charge-Back claim. Monthly service fees are paid in advance and Bellman cannot issue prorated refunds for monthly service access. We will provide proof of use and service activation. Virtually every Charge-Back claim is akin to theft of services provided. We reserve all rights to protect and recover through all means possible

- 6. Service Availability.** The Services and apps, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. **Bellman and its related services should not be deemed as a primary way to gain entry into an area.**

We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages – some outside our control – and MDU Netech is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data and/or use Bellman Services as intended. Brass key or other means of entry are strongly encouraged with Bellman as a redundant service to the aforementioned.

- 7. Updates to the Service or Software, and Changes to These Terms.** We may change our Terms at any time, and we'll tell you when we do. Using the Services after the changes

become effective means you agree to the new terms. If you don't agree to the new terms, you must close your account and stop using the Services offered by Bellman through MDU Netech.

Sometimes you'll need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. MDU Netech isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you use or licensed the software, apps, content or other products to or for.

Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods, or applications previously purchased or used as applicable. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

8. Software License. Any software (web based, app, or other) provided by us to you as part of the Services is subject to these Terms:

- (a) If you comply with these Terms, we grant you the right to install and use one copy of the software per device on a worldwide basis for use by only one person at a time as part of your use of the Services. For certain devices, such software may be pre-installed for your personal use of the Services. The software or website that is part of the Services may include third-party code. Any third-party scripts or code, linked to or referenced from the software or website, are licensed to you by the third parties that own such code, not by MDU Netech. Notices, if any, for the third-party code are included for your information only.
- (b) The software is licensed, not sold, and MDU Netech reserves all rights to the software not expressly granted by MDU Netech, whether by implication, estoppel, or otherwise. This license does not give you any right to, and you may not:
 - circumvent or bypass any technological protection measures in or relating to the software or Services;
 - disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
 - separate components of the software or Services for use on different devices;
 - publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless MDU Netech expressly authorizes you to do so;
 - transfer the software, any software licenses, or any rights to access or use the Services;
 - use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network.

- (c) The Service and the content (excluding Your Content), features and functionality (collectively, "Owned IP") are and will remain the sole and exclusive property of MDU Netech and its licensors. Owned IP is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks, trade dress, or Owned IP may not be used in connection with any product or service without the prior written consent of MDU Netech.

MDU Netech retains all rights, title, and interest in the Service and the Owned IP and all related intellectual property rights, including, without limitation, any modifications, improvements, updates, your suggestions, and customizations. Your rights are limited to those expressly set forth in this Agreement. By agreeing to these Terms, You irrevocably acknowledge that it has no ownership interest in any Software, the Service, Content, Owned IP, or in any material provided to you.

9. Choice of Law and Place to Resolve Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You and we irrevocably consent to the exclusive jurisdiction and venue of the state New York, and the County of Erie for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration).

10. DISCLAIMER. THE EQUIPMENT, SERVICES, AND SOFTWARE (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION INCLUDED THEREIN) ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS AND "WITH ALL FAULTS" AND "AS AVAILABLE," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND EXCEPT THAT BELLMAN PHYSICAL PRODUCT WILL BE FREE OF DEFECT FOR TWELVE MONTHS AFTER ITS ORIGINAL ACTIVATION DATE AND REPAIR AND LIABILITY IS LIMITED TO SOLELY REPLACING OR RESTORING BELLMAN EQUIPMENT. WITHOUT LIMITATION OF THE FOREGOING, MDU NETECH EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USER OF SERVICES AGREES THAT MDU NETECH IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE REGARDING THE UTILIZATION OF THE EQUIPMENT, SERVICES, AND/OR SOFTWARE (AND THE INFORMATION INCLUDED THEREIN AND REPORTS CREATED THEREBY) IN CONNECTION WITH ANY CLAIM, LIABILITY, DAMAGE OR DESTRUCTION TO ANY PERSON OR PROPERTY, OR FOR ANY THREATENING, NEGLIGENT, TORTIOUS, HARASSING OR ILLEGAL CONDUCT BY YOU, OR ANY OTHER PARTY USING MDU NETECH'S SOFTWARE, SERVICES, AND/OR EQUIPMENT, ARISING OUT OF OR IN ANYWAY CONNECTED WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, SERVICES, AND/OR SOFTWARE. MDU NETECH DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE, SERVICES AND/OR EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DOES MDU NETECH GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER AND

DISTRIBUTION NETWORKS (WIRED OR WIRELESS) BOTH LOCALLY AND BEYOND UTILIZED BY SERVICE.

11. LIMITATION OF LIABILITY. YOU UNDERSTAND THAT USE OF THE SOFTWARE, SERVICES, AND EQUIPMENT IS AT YOUR OWN RISK AND YOU BEAR THE ENTIRE RISK OF USING THE SOFTWARE, SERVICES, AND EQUIPMENT. MDU NETECH DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF THE SOFTWARE, EQUIPMENT OR SERVICES OR ITS INTENDED FUNCTIONALITY OR INTENDED OPERATIONS. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL MDU NETECH BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE EQUIPMENT, SERVICES, OR SOFTWARE AND/OR FOR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE TO PERSON OR PROPERTY IS CAUSED BY MDU NETECH'S OWN NEGLIGENCE OR FAULT AND EVEN IF MDU NETECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, YOUR USE OF OR INABILITY TO ACCESS THE SOFTWARE, SERVICES OR EQUIPMENT OR ANY LOSS OF REVENUE, ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST BUSINESS, LOST DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL LOSS OR DAMAGES THAT RESULT FROM MISTAKES, OMISSION, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS.

12. Emergency Services. There are important differences between traditional mobile or fixed line telephone services and MDU Netech's services. MDU Netech is not required to offer access to Emergency Services, as hereinafter defined, for its products under any applicable local or national rules, regulations, or law. MDU Netech's software and products are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of services that connect a user to emergency services personnel or public safety answering points ("**Emergency Services**") although it may be used to do so on a "best efforts" basis. As a user you agree that MDU Netech cannot guarantee such desired communication will occur when needed and you will hold MDU Netech and its agents completely free from any liability or claim arising from the same if a call or communication of this type is possible using Services.

13. Mapping. MDU Netech's services may contain features that allow you to submit (actively or passively) information to MDU Netech services. This information from your personal mobile device, visitor's devices, or wearable Radio Frequency ID, among others may be used to plot yourself on a map using a mapping service or geo-location services. Such mapping can be used to inform of your proximity to Services. For example, such information may be made available to indicate a visitor is at your location and seeking access among others.

14. Safety Warning. To avoid possible injury, discomfort or eye strain, you should take periodic breaks from use of applications or electronic screens, especially if you feel any pain or fatigue resulting from usage. If you experience discomfort, take a break. Discomfort might include feelings of nausea, motion sickness, dizziness, disorientation, headache, fatigue, eye strain, or dry eyes. Using applications can distract you and obstruct your surroundings. Avoid trip hazards, stairs, low ceilings, fragile or valuable items that could be damaged. A very small percentage of people may experience seizures when exposed to certain visual images like flashing lights or patterns that may appear in applications. Even people with no history of seizures may have an undiagnosed condition that can cause these seizures. Symptoms may include lightheadedness, altered vision, twitching, jerking or shaking of limbs, disorientation, confusion, loss of consciousness, or convulsions. Immediately stop using and consult a doctor if you experience any of these symptoms, or consult a doctor before using the applications if you've ever suffered symptoms linked to seizures.

15. Release. In consideration for allowing you to use and access the Services and our content, you, for yourself, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and covenants not to sue and to indemnify, defend and hold harmless MDU Netech, its successors, assigns, owners, directors, employees, and agents (the "Released Party") from any and all injuries, losses, costs, including attorney's fees, claims and damages to any person or property of any nature in connection with or related to the Software, Services, products, or any other content or services provided by the Released Party. In addition, Released Party agrees to indemnify, defend, and hold harmless the Released Party and defend any action brought against any of them, with respect to any claim, demand, cause of action, debt or liability, including without limitation reasonable attorney fees and disbursements (a "Claim"), in connection with, or related to our equipment, Software, or Services, or to the extent that such Claim is based upon or arises from our, or our contractors, insurers, users, agents, employees, guests, or invitees use or access of the Software, equipment, or Services, or by you or any person using an account and password, or your breach of these Terms.

16. Binding Arbitration and Class Action Waiver. You agree that any and all disputes, claims or controversies arising under or in connection with these Terms, the Services, equipment or other products provided by MDU Netech hereunder shall be resolved by binding arbitration conducted in Buffalo, New York, in accordance with the then governing rules of the American Arbitration Association ("Rules"). There shall be one arbitrator mutually agreeable, who shall be an individual skilled in legal and business aspects of the subject matter of this Agreement and of the dispute. Such decision shall be final and binding on the parties without right of appeal. Judgment upon such decision may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes MDU Netech and MDU Netech's affiliates.

(a) **Mail a Notice of Dispute First.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to **MDU Netech Incorporated, LLC ATTN: Arbitration, 5353 Main Street #150, Williamsville, NY 14221, U.S.A.** Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you; contacting you through email, phone, or text if your home address is not available. After 60 days, you or we may start an arbitration if the dispute is unresolved.

(b) **Severability.** If any part of this section is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, this section shall be unenforceable in its entirety.

17. Miscellaneous. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services.

18. Reservation of Rights and Feedback. Except as expressly provided under these Terms, MDU Netech does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by MDU Netech or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to MDU Netech any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), you give to MDU Netech, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires MDU Netech to license its software, technologies or documentation to any third party because MDU Netech includes your Feedback in them.

19. Copyright Notices. The Services are copyright © MDU Netech Incorporated, LLC and/or its suppliers, 5353 Main Street #150, Williamsville, NY 14221, U.S.A. All rights reserved.