

Terms of Use

Clear Skye Inc., (referred to as “Company”) provides the clearsky.com website and various related services (together referred to as this “Site”) subject to compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Use”), as well as any other written agreement between the Company and anyone who uses the Site (“User”), if applicable. In addition, when using particular services or materials on this Site, each User shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

These Terms of Use are effective as of April 28, 2020. Company reserves the right to change these Terms of Use from time to time without notice to Users. Each User acknowledges and agrees that it is such User’s responsibility to review this Site and these Terms of Use periodically and to be aware of any modifications. The continued use of this Site after such modifications will constitute acknowledgment of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to Company’s “Affiliates” includes Company’s owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or its contents.

User’s Acknowledgment and Acceptance of the Terms

BY USING THIS SITE, EACH USER AGREES TO BE BOUND BY THESE TERMS OF USE. IF SUCH USER DOES NOT WISH TO BE BOUND BY THESE TERMS OF USE, SUCH USER MUST EXIT THE SITE. SUCH USER’S REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. EACH USER’S AGREEMENT WITH COMPANY REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF SUCH USER’S USE OF THIS SITE.

Description of Services

Company provides Users access to various features of this Site, including blog postings and contact forms (such services and features, the “Services”).

The Services provided through this Site do not includes the Company’s IGA products or other commercial products or services. Purchasing a subscription for the Company’s IGA products or other commercial products or services requires a separate agreement, and the terms of that agreement, to the extent they conflict with these Terms of Use, shall prevail.

Site Services

Each User is solely responsible for providing, at such User’s own expense, all equipment or internet access necessary to use this Site.

Company reserves the sole right to either modify or discontinue the Site, including any Services therein, at any time with or without notice to Users. Company shall not be liable to any User or

any third party should Company exercise such right. Any new services or features that augment or enhance the then-current Services on this Site shall also be subject to these Terms of Use.

Each User understands and agrees that temporary interruptions of the Services may occur as normal events. Each User further understands and agrees that Company has no control over third-party networks User may access in the course of the use of this Site, and, therefore, delays and disruption of other network transmissions are completely beyond Company's control.

Each User understands and agrees that the Services are provided "as is" and that Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any User communications or personalization settings.

Privacy

Company may elect to send advertisements, marketing and product update information to Users either through social media outlets or other means. Users have the ability to opt-out from receiving the above information and materials.

Each User also grants Company the right to disclose to third parties certain information about such User. The information Company obtained through such User's use of this Site is subject to our Privacy Policy <https://clearskye.com/privacypolicy>, which is specifically incorporated by reference into these Terms of Use.

Required Cookies

All Users are required to enable cookies in order to properly use this Site. Cookies may appear in a separate window to enable.

Conduct on Site

Use of this Site is subject to all applicable laws and regulations, and each User is solely responsible for the contents of such User's communications through the Site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this Site, each User agrees that such User will not upload, share, post, or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information, that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Company's rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

6. Impersonates any person or entity, including any of our employees or representatives.

Company neither endorses nor assumes any liability for the contents of any material uploaded or submitted by Users or third parties. Company generally does not pre-screen, monitor, or edit the content posted by Users or third parties. Each User accesses such information at such User's own risk. However, Company, and its agents, has the right at its sole discretion to remove any content that, in Company's judgment, does not comply with these Terms of Use and any other rules of User conduct for this Site, or is otherwise harmful, objectionable, or inaccurate. Company is not responsible for any failure or delay in removing such content. Each User's hereby consents to such removal and waives any claim against Company arising out of such removal of content. See "Use of User Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this Site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, no User may attempt to gain unauthorized access to restricted areas of this Site or use this Site to gain unauthorized access to other networks or servers. Not all areas of this Site may be available to a given User. No User shall interfere with any other User's use and enjoyment of this Site or the Services. Users who violate systems or network security may incur criminal or civil liability.

Each User agrees that Company may at any time, and at its sole discretion, terminate such User's access to this Site and the Services without prior notice if such user violates these Terms of Use. In addition, each User acknowledges that Company may cooperate fully with investigations of violations of systems or network security at this Site or other websites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

Third-Party Sites and Information

This Site may link you to other websites on the internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These other websites may contain information or material that some people may find inappropriate or offensive. These other websites and parties are not under Company's control, and each User acknowledges that Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites, nor is Company responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, such website or party by Company, or any warranty of any kind, either express or implied.

Intellectual Property Information

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on this Site. This includes, but is in no way limited to, message boards, chat, and other original content.

By accepting these Terms of Use, each User acknowledges and agrees that all content presented on this Site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Company or its Affiliates or their respective licensors. Each User is only permitted to use the content as expressly authorized by Company or the specific content provider. Except for a single copy made for personal use only, no User may copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this Site in any form or by any means without prior written permission from Company or the specific content provider, and each User is solely responsible for obtaining permission before reusing any copyrighted material that is available on this Site. Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither Company nor our Affiliates warrant or represent that use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

Except as explicitly set forth herein, no User is granted any right to use any trademark, service mark, logo, and/or the name of Company or its Affiliates or their respective licensors.

Use of User Materials

Subject to Company's privacy policy, any communication or material that a User transmits to this Site or to Company, by any means, for any reason, will be treated as non-confidential and non-proprietary. While each User retain all rights in such User's communications or material, such User grants Company and Company's designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such communications or material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

No User may submit confidential or proprietary information to Company unless Company and such User have mutually agreed in writing otherwise. Company is unable to and will not accept unsolicited ideas or proposals, and no User may submit such ideas or proposals in any circumstance.

Company respects the intellectual property of others, and Company requires all Users to do the same. If any User or third party believes its copyright, trademark or other property rights have been infringed by a posting on this Site, such User or third party should send notification to Company's Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the right that is allegedly infringed;
2. Identification of the material that has been allegedly infringed;
3. Information reasonably sufficient to permit Company to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that has allegedly infringed or is subject to allegedly infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;

5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right that has been allegedly infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Company will terminate the access to this Site and the Services of repeat infringers of copyright or of Users about whom repeat claims of copyright infringement are received.

Designated Agent for Claimed Infringement:

legal@clearskye.com

Each User acknowledges and agrees that upon receipt of a notice of a claim of copyright infringement, Company may immediately remove the identified materials from this Site without liability to any User or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

Disclaimer of Warranties

ALL SERVICES AND THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY MAKE NO WARRANTY THAT (A) THE SERVICES OR THIS SITE WILL MEET USER REQUIREMENTS, (B) THE SERVICES OR ACCESS TO THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THIS SITE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY SERVICES, OR INFORMATION OBTAINED FROM THIS SITE WILL MEET USER EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. COMPANY MAY MAKE CHANGES TO THE SERVICES AT ANY TIME WITHOUT NOTICE. THE SERVICES OR THIS SITE MAY BE OUT OF DATE, AND COMPANY MAKES NO COMMITMENT TO UPDATE SUCH SERVICES OR THIS SITE.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT EACH USER’S OWN DISCRETION AND RISK AND WITH THE AGREEMENT THAT EACH USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUCH USER’S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through use of the Site, each User may have opportunities to engage in commercial transactions with other Users or third parties. Each User acknowledges that all transactions relating to any merchandise or services offered by any other User or third party, including, but not limited to the

purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller and purchaser of such merchandise or services. COMPANY MAKES NO WARRANTY REGARDING ANY THIRD-PARTY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH, THIS SITE, AND EACH USER UNDERSTANDS AND AGREES THAT SUCH THIRD-PARTY TRANSACTIONS ARE CONDUCTED ENTIRELY AT EACH USER'S OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

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Content available through this Site often represents the opinions and judgments of an information provider, User, or other person or entity not affiliated with Company. Company does not endorse, nor is Company responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Company representative speaking in such representative's official capacity.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT SHALL COMPANY OR OUR AFFILIATES BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR THIS SITE OR OF ANY WEBSITE REFERENCED BY OR LINKED TO FROM THIS SITE. FURTHER, COMPANY SHALL NOT BE LIABLE IN ANY WAY FOR THIRD-PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE.

SOME STATES OR JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

Each User agrees to defend, indemnify, and hold Company and its Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from such User's use or misuse of this Site. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by such User, in which event such User will cooperate with Company in asserting any available defenses.

Participation in Promotions

From time to time, this Site may include advertisements offered by third parties. Each User may enter into correspondence with or participate in promotions of advertisers showing their respective products on this Site. Any such correspondence or promotions, including the delivery of and

payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between each User and the advertiser. Company assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

Void Where Prohibited

Although this Site may be accessible worldwide, Company makes no representation that the Services and content are appropriate or available for use in locations outside the United States, and accessing them from territories where such Services and contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

Termination of Use

Each User agrees that Company may, in Company's sole discretion, terminate or suspend such User's access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating access to this Site and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, a User's right to use the Services immediately ceases. Company shall not be liable to any User or third party for any claims or damages arising out of any termination or suspension of access or any other actions taken by Company in connection therewith. Sections entitled User's Acknowledgment and Acceptance of the Terms, Privacy, Conduct on Site, Third-Party Sites and Information, Intellectual Property Information, Use of User's Materials, Disclaimer of Warranties, Limitation of Liability, Indemnification, Termination of Use, Governing Law, and Notices, as well as your liability for any unpaid fees, shall survive any termination.

Governing Law

This Site (excluding any linked websites) is controlled by us from our offices within the State of California, United States of America. By accessing this Site, each User agrees that the statutes and laws of the State of California, without regard to the choice or conflict of laws provisions thereof, will apply to all matters relating to the use of this Site. Each User agrees and hereby submits to the exclusive personal jurisdiction and venue of the states and federal courts located in Alameda County, California with respect to such matters.

Notices

Notices to the Company must be sent to legal@clearskye.com. Notices to Users may be made by posts on or alerts through this Site.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by US mail; (d) on the delivery date if transmitted by confirmed email; or (e) on the post date if made by post on or alert through this Site.

Entire Agreement

These terms and conditions constitute the entire agreement and understanding between Company and each User concerning the subject matter hereof and supersede all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered or amended by the use of any other document(s). Any attempt to alter or amend these Terms of Use shall be null and void. Notwithstanding the foregoing, Company and any User or Users may enter into a written agreement, signed by all parties thereto, superseding or supplementing any or all of these Terms of Use. To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by a User against Company or Company's Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

No User may assign its rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. Company may freely assign its rights and obligations under these Terms of Use.

No User may sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by Company to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.