

# Terms of Use

These Terms of Use (the “Terms”) govern your access to and use of this website, Dynflux.com (the “Website”), and associated content, software and applications (collectively, the “Service”). These Terms also include our Privacy Policy.

The Service is administered and maintained by Dynflux, Inc., a Massachusetts limited liability company (“Dynflux”). The terms “we”, “us” and “our” also refer to Dynflux. The term “you” refers to the person visiting this Website.

Please read these Terms carefully. They contain important information regarding your legal rights, including limitations on Dynflux's and certain third parties' liability, disclaimers of warranties and a submission to jurisdiction. Each time you access the Service by any means (for example, through the Internet or on a mobile device), you irrevocably agree to comply with the version of the Terms posted on this Website at the time you access this Website. You may not use the Service if you do not agree to these Terms.

## Eligibility

To access or use the Service, you must be at least 13 years old. The Service is strictly for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use the Service if we have terminated any account of yours or banned you.

## License

You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by Dynflux, its third-party providers and other respective owners, if any.

Dynflux provides content through the Service that is copyrighted and/or trademarked work of Dynflux or Dynflux's third-party licensors and suppliers (collectively, the “Content”). For clarity, Content shall include all such content accessed by you at any time. You acknowledge that the Service has been developed, compiled, prepared, revised, selected, and arranged by Dynflux and such third parties through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of Dynflux and such others. Accordingly, you shall protect the proprietary rights of Dynflux and all others having rights in the Service during and after the term of this agreement and comply with all reasonable written requests made by Dynflux to protect its and others' contractual, statutory, and common law rights in the Service.

Subject to these Terms, and your compliance with these Terms, Dynflux hereby grants you a limited, personal, non-exclusive, non-sub-licensable and non-transferable license to use the Content and to use this Service, in each case solely for your personal use. You agree not to use the Service or any of the Content for any commercial purpose. Except for the foregoing license, you have no other rights to the Service or any Content, and you may not modify, edit, copy, distribute, reproduce, publish, display, perform, license, sell, rent, lease, loan, create derivative works of, create any index, reverse engineer, alter, enhance, provide access to or in any way exploit the Service or Content in any manner.

If you breach any of these Terms, the above license will terminate automatically.

## Prohibited Activities

You agree that you will not:

Copy, modify or create derivative works of the Service or any Content;

Copy, manipulate or aggregate any Content (including data) for the purpose of making it available to any third party;

Trade, sell, rent, loan, lease or license any Content or access to the Service, whether commercially or free of charge;

Use or introduce to the Service any data mining, crawling, "scraping", robot or similar automated or data gathering or extraction method, or manually access, acquire, monitor or copy any portion of the Service, or download or store Content (unless expressly authorized by Dynflux). Certain data and other information within the Service is available by subscription, or for a fee, at <https://dynflux.com/api/>;

Make excessive requests for information or take any action that interferes with, disrupts or imposes an undue burden on the Service or any server or network connected to the Service or negatively affects the quality or availability of any Content, or speed or functionality of the Service;

Introduce a virus, Trojan horse, worm, time bomb or other malware to the Service, or use any device, software or routine to bypass any software or hardware that prohibits volume requests for information;

Violate, bypass or circumvent any security measure intended to limit or prevent access to the Website, Content or Service; or otherwise attempt to gain unauthorized access to the Service, any Content or to any computer systems or networks connected to the Service or any Dynflux server, whether through hacking, password mining, unauthorized use of another's password/credentials or any other means;

Restrict, inhibit or interfere with use of the Service by any other user (including by hacking or defacing the Website);

Introduce or otherwise distribute through the Website any computer program that damages, interferes with, intercepts, collects, releases or discloses any system, data or personal information of ours or any third party;

Make use of any of our trademarks, service marks, trade names or logos or those of any third party displayed on the Website; or modify or remove any copyright or other proprietary notice in the Content;

Use the Website, Content or Services for or in connection with any activity that (i) violates any law, statute, ordinance or regulation, including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or (ii) involves proceeds of any unlawful or illegal activity.

Additionally, you acknowledge and agree that you (and not Dynflux) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software and services needed for you to access and use the Service, and paying all charges related thereto.

## **Ownership and Intellectual Property**

Subject to these Terms, you may view, print and make copies of Content for your own personal use. You may not, and shall not, copy, reproduce, download, "screen scrape", store, transmit, broadcast, publish, modify, create a derivative work from, display, perform, distribute, redistribute, sell, license, rent, lease or otherwise use, transfer (either in printed, electronic or other format) or exploit any Content, in whole or in part, in any way that does not comply with these Terms without our prior written permission. To request permission to use any Content other than as expressly permitted in these Terms, please contact [legal@dynflux.com](mailto:legal@dynflux.com).

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Nothing contained in these Terms grants you any interest in any of Dynflux's or any third-party's intellectual property.

The use or misuse of Dynflux's trademarks or other intellectual property, except as expressly permitted by these Terms, is prohibited. You shall promptly notify Dynflux at [support@dynflux.com](mailto:support@dynflux.com) if you know or suspect that any of Dynflux's or its providers' intellectual property rights has been violated or infringed.

"Dynflux" and all related logos, trademarks, service marks and trade names are solely the property of Dynflux. The absence of a name, logo or other mark herein does not constitute a waiver of any and all intellectual property rights that Dynflux has established. Other trademarks, names or logos used on the Website are property of their respective owners. You are not authorized to use any of the foregoing.

You acknowledge that Dynflux and/or its providers own the copyright in and to all Content under the laws of the United States and other countries and have reserved all rights in and to such Content.

## **Linking to the Service from Your Website**

You may place one or more links to the Service (collectively, the "Link") on your own website ("Your Site"), provided that:

The Link shall display only the following text: "Dynflux" or "Dynflux.com" or "Link to Dynflux.com";

Your Site shall not contain any content that is unlawful, threatening, abusive, libelous, defamatory or otherwise inappropriate, as determined by us in our sole discretion;

The look and feel of all content that accompanies the Link or is on the same page as the Link (for example, the entire article in which the Link appears, even if it is not all on the same page as the Link) shall not otherwise be of a nature that may damage or dilute the goodwill associated with

Dynflux's name, reputation or any of its trademarks, trade names or service marks, as determined by Dynflux in its sole discretion; and

No content on Your Site shall contain any information that, in our sole discretion, may create the false impression that you, Your Site or any other website, service, person or entity is associated with, sponsored by or otherwise endorsed by Dynflux, or that any activity engaged in by you or anyone else has been approved by Dynflux.

We may revoke our consent to a Link at any time, without prior notice. If we notify you that you may no longer link to the Service, or to a page or document, you must promptly (and, in any event, within three (3) business days) remove all affected Links from Your Site.

## **Feedback**

This section does not apply to information supplied by you to the Service that can identify you personally. Dynflux believes in protecting your privacy, which also governs your use of the Service, to understand our practices.

If you send or transmit any communication, including but not limited to feedback, questions, comments or suggestions to Dynflux, whether by letter, email, telephone or otherwise (collectively, "Feedback"), all such Feedback is, and will be treated as non-confidential and non-proprietary. You hereby assign to Dynflux all right, title, and interest in, and Dynflux is free to use, without any attribution or compensation to you, any ideas, concepts, know-how or techniques or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to enhancing the Service, or otherwise developing, manufacturing, licensing, marketing and selling products and services based on or containing such Feedback. You also understand and agree that Dynflux is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution. Dynflux may use aggregated and statistical data derived from Website usage.

## **Disclaimers and Limitation of Liability**

THE CONTENT ON THE SERVICE IS STRICTLY FOR INFORMATIONAL PURPOSES. NOTHING ON OR IN THE SERVICE SHALL CONSTITUTE OR BE CONSTRUED AS AN OFFERING OF ANY CURRENCY OR ANY FINANCIAL INSTRUMENT OR AS INVESTMENT ADVICE OR INVESTMENT RECOMMENDATIONS (SUCH AS RECOMMENDATIONS AS TO WHETHER TO PURCHASE A CURRENCY OR INSTRUMENT) BY Dynflux OR A RECOMMENDATION AS TO AN INVESTMENT STRATEGY BY Dynflux. CONTENT ON THIS SERVICE SHOULD NOT BE CONSIDERED AS INFORMATION SUFFICIENT UPON WHICH TO BASE AN INVESTMENT STRATEGY. NO CONTENT ON THE SERVICE IS TAILORED TO THE SPECIFIC NEEDS OF ANY INDIVIDUAL, ENTITY OR GROUP OF INDIVIDUALS. Dynflux EXPRESSES NO OPINION AS TO THE FUTURE OR EXPECTED VALUE OF ANY CURRENCY, SECURITY OR OTHER INTEREST. Dynflux DOES NOT EXPLICITLY OR IMPLICITLY RECOMMEND OR SUGGEST ANY INVESTMENT STRATEGY OF ANY KIND. CONTENT ON THE SERVICE MAY NOT BE USED AS A BASIS FOR ANY FINANCIAL OR OTHER PRODUCT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF Dynflux.

The Content provided on the Service is submitted to Dynflux by unrelated third-party providers. Dynflux does not review all Content for accuracy, does not review Content for completeness or reliability, and does not warrant or guarantee the accuracy, completeness, reliability or any other aspect of any Content.

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LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **Indemnification**

Except to the extent prohibited under applicable law, you shall indemnify, defend and hold harmless Dynflux and its members, managers, directors, officers, employees, partners, consultants, contractors, service providers, agents, successors and assigns from and against any and all suits, actions, proceedings and claims by third parties (whether threatened or actual), and all losses, liabilities, damages, judgments, costs and expenses (including reasonable attorneys' fees) arising out of, relating to or in connection with: (i) your use (or misuse) of and access to the Service or Content; (ii) your violation of any of these Terms; (iii) your violation of any applicable law, rule or regulation; (d) any claim that any information provided by you to Dynflux in connection with the Website, including the Content, caused damage to, infringed upon, misappropriated or otherwise violated the rights of any third party, including infringement, misappropriation or other violation of third-party intellectual property rights, or violation of any right of privacy or publicity; and/or (iv) any dispute that you have with any third party relating to or in connection with the Service or Content. Dynflux reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Dynflux in asserting any available defenses and in the conduct of such defense.

## **Third Party Websites**

The Service may contain links to third-party websites. Your use of all links to third-party websites is at your own risk. We do not monitor or have any control over, and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party websites does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party websites.

When you leave the Website, whether via a link contained on the Website or through the use of your web browser or other navigational tool, the information you view is not provided by us. Our terms and policies do not govern your use of third-party websites. We are not responsible for, have no control over and do not monitor or review the content of any other website. A link to a third-party website does not imply sponsorship, approval, affiliation or endorsement by Dynflux of the linked third-party website or of that third party's products or services.

YOU AGREE THAT Dynflux WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITE OR SERVICES, FOR ANY DEALINGS OR COMMUNICATIONS YOU MAY HAVE WITH THIRD PARTIES, OR FOR ANY HARM, DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY OF THE FOREGOING OR YOUR USE OF OR RELIANCE ON THE MATERIALS OR THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

## **Modification of the Website**

At any time and in Dynflux's sole discretion, Dynflux may (in whole or in part) modify, suspend or discontinue the Service and/or any Content without notice, for any reason. We shall have no liability to you or to any third party for any such modification, suspension or discontinuance.

## **Changes to these Terms**

We may revise these Terms from time to time, without prior notice. You are bound by any changes to these Terms upon our posting of such changes on the Service. You should check these Terms often to make certain that you are aware of the most current Terms.

## **Enforcement**

The remedies available to Dynflux in these Terms are cumulative and in addition to any others available to Dynflux. Dynflux may seek all remedies available to it at law and in equity for any violation of these Terms. Dynflux may suspend, terminate or block your access to the Service (in whole or in part) for any violation or suspected violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract.

We reserve the right, but do not assume any obligation, to investigate any suspected violation of these Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data or persons to, and otherwise cooperate with: (i) law enforcement authorities; (ii) financial regulators, including the U.S. Securities and Exchange Commission (SEC); (iii) system administrators at Internet service providers, networks or computing facilities; and (iv) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, IP address or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena or other legal process or governmental or regulatory request.

## **Governing Law; Submission to Jurisdiction**

These Terms and any and all claims, disputes or other legal proceedings by or between you and us, including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use of or access to the Service, shall be governed by and construed in accordance with U.S. federal law and the laws of Massachusetts, without regard to any principles of conflicts of law. You agree that any action arising out of, relating to or in connection with the Service, and/or these Terms shall be litigated solely in a state or federal court of competent jurisdiction located in Massachusetts, and you further irrevocably submit to the exclusive jurisdiction of such court and waive any objection to jurisdiction and venue (including on the basis of forum non-conveniens).

You acknowledge that any breach of either of the sections above titled "Prohibited Activities" or "Ownership and Intellectual Property" would cause immediate and irreparable harm to Dynflux, for which monetary damages would not be sufficient, and that, in addition to all other remedies available to Dynflux at law or in equity, Dynflux shall be entitled to seek injunctive relief without proof of damages or the posting of bond or other security in the event of such a breach or threatened breach.

## **General**

These Terms (and any other terms or agreements referenced herein, including our Privacy Policy, which is located at <https://Dynflux.com/privacy>), constitute the entire agreement between you and Dynflux relating to your use of the Service and supersede all prior or contemporaneous communications, whether electronic, oral or written, between you and Dynflux with respect to the Service. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the

same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Dynflux and/or its affiliates as a result of these Terms or use of the Service.

In no event shall Dynflux be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Service or information provided to, or gathered by, us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Service within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Dynflux without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

If any provision of these Terms, including, but not limited to, the warranty disclaimers and limitations of liability set forth above, is determined to be invalid or unenforceable under applicable law, the invalid or unenforceable provisions in these Terms shall be deemed superseded by valid and enforceable provisions that, to the extent possible, fulfill the business purposes and intent of such invalid and unenforceable provisions.

In addition to and without limiting the preceding paragraph, some U.S. states and foreign countries may provide rights in addition to those provided in the above "Disclaimers and Limitation of Liability" section or do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages. Therefore, the limitations set forth in the above Disclaimer and Limitation of Liability section may not apply to you in whole or in part or there may be state or country specific provisions that supersede such limitations in whole or in part. Any provision of the above Disclaimer and Limitation of Liability section that is declared invalid shall be deemed severable and shall not affect the validity or enforceability of the remainder.

Any heading or section title contained herein is for convenience of reference only and shall not affect the meaning or interpretation of these Terms. The terms "include" and "including" are deemed to include the phrase "without limitation" immediately thereafter.