

Terms of Use

Promethean Labs LLC (“Promethean”, “we”, “us” or “our”) welcomes you. By accessing this website and any material contained herein (the “Site”), you acknowledge that you have read, understand, and agree to be legally bound by the following terms and conditions and the terms and conditions of our Privacy Policy, which is hereby incorporated herein by reference (collectively, the “Agreement”). We reserve the right to change the Agreement or modify, add, or remove content from the Site in our sole discretion at any time without notice and without liability. Each use of the Site constitutes your agreement to be bound by the then-current Agreement. Certain areas of the Site may include additional terms and conditions that govern the use of those areas. You also will be bound by those additional terms and conditions, and they are automatically incorporated into and deemed part of the Agreement. If you do not accept the Agreement, do not use the Site.

1. Limited License to Access and Use the Site

Except as specifically permitted herein, nothing contained in the Agreement or the Site grants or will be construed to grant to you or any third party any right, title, or interest in, or any license or right to access, use, or reproduce, any image, text, software, code, trademark, logo, or service mark contained in the Site, including, without limitation, the name or logo of Promethean or any of our affiliates. Promethean reserves, and will enforce to the fullest extent possible, all rights that we may have with respect to copyright, trademark, trade dress, and other intellectual property ownership of all materials contained in the Site.

Promethean grants you a limited, nonexclusive license to display and otherwise use portions of the Site solely for your own private, non-commercial informational purposes, and to print pages from the Site only in connection with that use. You must retain all copyright and other proprietary notices contained in the original content on any copy you make. You may not modify, distribute, transmit, perform, reproduce, publish, license, create derivative works from, transfer, or sell any text, graphics, logos and other source-identifying symbols, designs, icons, images, or other information, software, or code obtained from the Site. Use of our trademarks as part of a link to or from any site is prohibited unless creation of such a link is approved by us in writing in advance. All goodwill generated from such use of our trademarks inures to our benefit.

Any violation of the Agreement may result in an immediate revocation of your access to the Site and may subject you to liabilities for breach. In addition, we are under no obligation to accept any individual as a user of the Site, and we may accept or reject any user in our sole and complete discretion.

2. No Offers or Reliance; No Investment or Financial Advice

Users of the Site should note that no information on the Site should be construed as investment, tax, or financial advice. The Site is limited to the dissemination of general information pertaining to Promethean's operations, together with access to additional publications, and links. Accordingly, the publication of the Site on the Internet should not be construed by any consumer and/or prospective investor as Promethean's solicitation to effect, or attempt to effect, transactions in securities, or the rendering of personalized investment advice for compensation, over the Internet.

No material available through the Site shall be used or considered as an offer to sell or a solicitation of any offer to buy the securities or services of any of our affiliated entities. Offers can only be made where lawful under, and in compliance with, applicable law.

Certain information contained on the Site has been obtained from published and non-published sources. Such information has not been independently verified by Promethean, which does not assume responsibility for the accuracy of such information. Except where otherwise indicated in the Site, the information provided on the Site is based on matters as they exist as of the date of preparation and not as of any future date, and will not be updated or otherwise revised to reflect information that subsequently becomes available, or circumstances existing or changes occurring after the date thereof.

None of the information contained on the Site has been filed with any regulatory agency, or any other governmental or self regulatory authority. No governmental authority has passed on the merits of the information contained on the Site. Any representation to the contrary is unlawful.

3. Forward-Looking Statements

The Site contains certain "forward-looking statements," which may be identified by the use of such words as "believe," "expect," "anticipate," "should," "planned," "estimated," "potential," and other similar terms. Examples of forward-looking statements include, but are not limited to, estimates with respect to financial condition, results of operations, and the success or lack of success of Promethean's investment process or strategy. All are subject to various factors, including, but not limited to, general and local economic conditions, changing levels of competition within certain industries and markets, changes in interest rates, changes in legislation or regulation, and other economic, competitive, governmental, regulatory, and technological factors affecting Promethean's operations that could cause actual results to differ materially from projected results.

4. No Responsibility for Connectivity

You are responsible for the means you use to access the Site and all costs associated

therewith. We are not responsible for the performance of your hardware, software, the Internet, your Internet service provider, or other third parties involved in connecting you to the Site.

5. User Names, Passwords, and Unique Identifiers

Certain areas within the Site are restricted and may be accessed only by persons who have been issued a unique user name and password by Promethean. To register for a user name and password, you will need to complete and submit a request that includes certain qualification information. As part of the registration process, you will be required to provide Promethean with certain personal and financial information, all of which must be truthful, accurate, complete, and up to date. Upon submitting your request for registration, we will consider your request and, if approved in our sole discretion, we will provide you with a user name, password, and perhaps certain additional information that will assist in authenticating your identity when you log in to the Site in the future. It is your responsibility to notify Promethean immediately regarding any changes to the qualification information you provided. All personal and financial information collected by Promethean in the registration process will be governed by our Privacy Policy.

If you receive a user name, password, and unique identifiers to access certain restricted areas of the Site, you agree that you will treat and maintain this information confidentially and will not permit others to sign onto the Site through the use of your access credentials assigned to you. You agree that the username, password, and unique identifiers are for your use only and you accept full responsibility for maintaining the confidentiality and security of such information and any use of them. You agree to notify us immediately of any actual or suspected loss, theft, or unauthorized use of your user name, password, and/or unique identifiers. We reserve the right to delete or change your access credentials at any time and for any reason, and we will not be liable for any loss or damage caused by any unauthorized use of your account.

6. Confidentiality

Unless information contained on the Site is otherwise publicly available, all information contained on the Site shall constitute our confidential information (including, without limitation, the Site's layout, features, functions, tools, and capabilities) (hereafter collectively called the "Confidential Information"), and you agree not to copy, republish, or redistribute the Confidential Information or disclose the same to any third party unless and only to the extent Promethean has given you prior written consent to do so.

7. Usage Guidelines

Our Site, like any site, functions best when its users follow certain rules. By accessing and using the Site, you hereby agree to comply with these usage guidelines (the "Usage

Guidelines”) and that:

- You will not use the Site for any unlawful purpose;
- You will not send us false or misleading information;
- You will not use the Site to engage in any commercial activities, including, without limitation, raising money; advertising or promoting a product, service, or company; or engaging in any pyramid or other multi-tiered marketing scheme;
- You will not access or use the Site to collect any market research for a competing business;
- You will not e-mail, transmit, or otherwise send us any content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary or contractual rights of any person or entity; or
 - is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, invasive of another’s privacy, or promotes violence; or
 - discloses any sensitive information about another person, including that person’s e-mail address, postal address, phone number, credit card information, or any similar information;
- You will not “stalk” or otherwise harass another;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Site;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Site, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not use any automated device or software that enables automatic submissions to the Site without human intervention or authorship; and
- You will not interfere with or attempt to interrupt the proper operation of the Site through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Site through hacking, password or data mining, or any other means.

Please let us know about inappropriate content. If you find something that violates our Usage Guidelines, let us know, and we'll review it. We reserve the right, in our sole and absolute discretion, to deny you access to the Site, or any portion of the Site, without notice and remove any content that does not adhere to these Usage Guidelines.

8. Communications to Us

Other than in connection with communications regarding the servicing of your account, with respect to all other communications you send to us, including, but not limited to, feedback, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation to you.

9. No Warranties

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER PROMETHEAN NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE MATERIALS PROVIDED ON THE SITE, EITHER EXPRESSLY OR IMPLIEDLY, FOR ANY PARTICULAR PURPOSE, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EACH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, EXPECTED RESULTS, OR ANY ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. FURTHER, PROMETHEAN DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR WILL OPERATE ERROR FREE OR IS FREE FROM VIRUSES, WORMS, OR OTHER DESTRUCTIVE OR HARMFUL CODE.

10. Limitation on Liability

IN NO EVENT WILL PROMETHEAN OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE ARISING OUT OF THE AGREEMENT OR THE USE OF OR INABILITY TO USE THE SITE, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, FORESEEN OR UNFORESEEN, BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, INCLUDING LOSS OF PROFIT OR OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGES OF ANY KIND EVEN IF PROMETHEAN OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE OR WITH THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO

DISCONTINUE USING THE SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, INAPPLICABLE, OR UNENFORCEABLE FOR ANY REASON, OUR, AND OUR AFFILIATES', LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11. Indemnification

You agree to defend, indemnify, and hold harmless Promethean, our affiliates, and our and their respective officers, directors, employees, successors, licensees, and assigns from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of the Agreement or your access to, use, or misuse of the Site.

12. Compliance with Applicable Law

The Site and its servers are based in the United States. We make no claims concerning whether the Site's content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Site or its content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

13. Links to Third Party Websites

Promethean has not reviewed any of the websites that may be linked to or from the Site, and is not responsible for their content. Promethean is not responsible for the privacy practices of such other websites. Your linking to or use of any off-site pages or other websites is at your own risk. Promethean's inclusion of links to other websites does not imply any endorsement of the material located on or linked to by such websites.

14. Termination of the Agreement

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and your access to all or any part of the Site, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

15. General Terms

The Agreement is governed by the laws of the State of Delaware, without reference to its conflicts of laws provisions. You hereby irrevocably and unconditionally consent to the

jurisdiction of, and venue shall lie in, any federal or state court located in New York, New York as the exclusive jurisdiction and venue for the adjudication of all disputes arising out of or relating to the use of the Site. You expressly agree that the Site shall be deemed passive, which will not give rise to personal jurisdiction over Promethean, either specific or general, in jurisdictions other than New York. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR THE AGREEMENT MUST COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

If any provision of the Agreement is held to be invalid or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary so that such provision shall no longer be held to be invalid or unenforceable, and the Agreement shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question. Any such modification, invalidity, or unenforceability shall be strictly limited both to such provision and to such jurisdiction.

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. The Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. Sections 6, 8, 9, 10, 11, 14 and 15 shall survive termination of the Agreement.