

Modus Engagement, Inc.

WEBSITE TERMS OF USE

These Terms of Use (the “**Terms**”) govern the use of all corporate, technology, product, service and information websites owned, operated, licensed, or controlled (collectively, the “**Website**”) by Modus Engagement, Inc. (“**Modus**”). Modus is a Delaware corporation with its principal office in Minneapolis, Minnesota, and is the owner and operator of the Website.

PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS, DO NOT USE THE WEBSITE.

Applicability, Changes

These Terms govern the access and use of the Website by users in all capacities.

Use of the Website constitutes acceptance of these Terms. These Terms will continue in force and effect until we change them. We reserve the right to change the Terms at any time in our sole business discretion.

Use of the Website

Modus grants you the right to access and use the Website for your individual use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information obtained from the Website.

The Website is not intended for use by anyone under age 18. You represent and warrant that you are age 18 or older. You may not use the Website if you are barred from doing so under the laws of the United States or other country, including the country or your permanent residence or from which you use the Website.

In using the Website, you must accept usage restrictions. We intend these so that we can retain control over the Website and make it consistently available to all our users.

You are prohibited from interfering with or disrupting the performance of the Website. Do not attempt to gain unauthorized access to any content or data stored in the Website.

You may not remove or obscure any notices or markings, including without limitation, copyright, trademark, or confidentiality notices, or ownership notices on the Website.

We reserve the right to terminate your access to and use of the Website immediately and without prior notice to you if you violate the foregoing restrictions or otherwise violate these Terms.

Privacy

Our privacy policy and practices are set forth in the separate Modus Privacy Policy. Please review it carefully before using this Website.

Content Available on the Website

Modus grants you permission to view and use the company, technology, product, and services information available on the Website for your own purposes. The information may be in the form of documents, fact sheets, case studies, press releases, videos, white papers, and other materials in written or other form (collectively, the "Content"). The Content is provided subject to the following conditions: (1) all copyright and other proprietary notices appearing in the Content must be retained and must not be altered in any way; (2) the Content may be used for commercial and personal purposes, provided it is not copied or posted on any network computer or broadcast in any media, and that no other form of distribution is made; and that (3) no modifications of any of the Content is made. All other uses of the Content are expressly prohibited by law and may result in civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

The Content excludes the design or layout of the Website. Elements of the Website are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or retransmitted unless expressly permitted by Modus.

MODUS MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE WEBSITE OR CONTENT FOR ANY PURPOSE. THE WEBSITE, CONTENT, AND THE INFORMATION THEY CONTAIN IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MODUS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEBSITE AND CONTENT, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL MODUS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL BASIS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR CONTENT.

THE WEBSITE AND CONTENT COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. MODUS MAY CHANGE THE TECHNOLOGY, SOFTWARE, AND SERVICES DESCRIBED ON THE WEBSITE AND IN THE CONTENT AT ANY TIME.

Intellectual Property Rights

Modus retains all ownership and intellectual property rights to the Website and the Content except for the limited usage rights granted to these Terms. These Terms do not grant you the right to use any branding, logos, or content used on the Website other than as contained in the Content.

Copyright Issues

If you are a copyright owner and believe your copyrighted material has been used on the Website in a manner that constitutes copyright infringement, please report the violation to us using the contact information shown at the end of these Terms.

Please include the following information in your notice to us: (1) a detailed description of the allegedly infringed copyrighted material, (2) a description of the location of such material on the Website, (3) your contact information, including address, telephone number, and email address, if any, (4) your statement that you have a good faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent or the law, (5) your statement, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf, and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert copyright infringement and to submit the statement.

Warranties and Disclaimer

You understand and agree that these Terms create a legally binding contract. You warrant that your use of the Website will comply with all of your obligations to third parties and all applicable laws, rules, and regulations of all federal and state legal jurisdictions and governmental agencies.

Liability Limitations

TO THE FULLEST EXTENT ALLOWED BY LAW, WE WILL HAVE NO FINANCIAL LIABILITY TO USERS FOR ANY AND ALL CLAIMS RELATING THEIR USE OF THE WEBSITE OR CONTENT PURSUANT TO THESE TERMS.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE WILL NOT BE LIABLE TO USERS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE WEBSITE OR CONTENT, INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE.

General

All notices you provide to us concerning these Terms must be delivered in person or by means evidenced by a delivery receipt to our principal business office and addressed to the attention of the Modus Chief Executive Officer.

These Terms are governed by the laws of the State of Minnesota and applicable U.S. federal law. All legal actions to enforce or interpret these terms shall be commenced exclusively in the state or federal courts located in Hennepin County, Minnesota, and you consent to the exclusive jurisdiction and venue of such courts.

You may not assign or otherwise transfer your rights under these Terms without our prior written consent, which consent may be withheld for any reason in our sole discretion. We may freely transfer our rights under these Terms in our sole discretion.

These Terms are binding upon, and inure to the benefit of, the parties and their permitted respective successors and assigns.

Any waiver or failure by Modus to exercise its rights under these Terms will not create a continuing waiver of such rights. If any provision of these Terms is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not

in any way be affected or impaired thereby, and will be interpreted, to the extent possible, to achieve the purposes as originally expressed in the invalid, illegal or unenforceable provision.

These Terms state our entire agreement with you concerning use of the Website and Content.

Questions, comments or concerns about these Terms and related matters may be sent to Modus using the contact information provided on the [Modus Legal Page](#).

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