

Terms of Use

1. Acceptance of the Terms

The following terms and conditions govern all access and use of the website (<https://www.pandcglobal.com/>) and any mobile applications or other related online or offline services (collectively, the “Services”) that are offered by Pournader and Company Inc. d/b/a P&C Global (together with affiliates, “P&C Global”). This includes any electronic content, functionality, features, and applications provided through the Services (collectively, “Materials”). By accessing the Services, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions (the “Terms”) and our posted Privacy Policy, which is incorporated into these Terms by reference.

These Terms apply to all users of the Services and by using the Services, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the eligibility requirements in these terms. Note that if you have a business relationship with us, the contractual terms of that relationship will control.

P&C Global maintains these Services to provide you with information about P&C Global, our products and services, and to facilitate communications with us. We reserve the right to revise these Terms and the products, services, prices, and programs mentioned on the Services without notice. Your right to access or use the Services is terminated if you violate these Terms, and we reserve the right to seek all remedies available by law and in equity for such violations. Any rights not expressly granted herein are reserved. Please check back periodically to review any changes to these Terms. *Please see Sections 5-6 below regarding your legal rights in any dispute involving our Services.*

2. Intellectual Property Rights

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with these Terms and our Privacy Policy. The Services contain Materials owned by (or licensed to) us, including name, logo, text, images, audio/visual works, icons and scripts, and other materials provided on or through the Services. Except as provided herein, or with our express prior written permission, none of the information and Materials provided by the Services may be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create a derivative work, or otherwise used for public or commercial purposes. Trademarks and service marks that may be referred to in the Services are the property of P&C Global or its respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. Claims of copyright infringement should be directed to the contact information provided below.

We do not accept unsolicited materials or ideas and take no responsibility for any materials or ideas so transmitted. If you choose to send us content, information, ideas, suggestions, or other materials, you agree that we are free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

3. Links to or from our Services

Unless we agree otherwise in writing: (1) any link to our Services must be clearly marked with our website address; (2) the appearance, position and other aspects of the link may not damage or dilute the goodwill associated with our

names and trademarks; (3) the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with us; (4) when selected by a user, the link must display the Services on a full-screen and not within a “frame” on the linking website; and (5) we reserve the right to revoke this consent to link at any time in our sole discretion.

Our Services may contain links to third party sites. Access to any other Internet site provided in the Services is at the user’s own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on those other site(s). We provide these links merely as a convenience and the inclusion of such links does not imply an endorsement, recommendation, or approval. The content, accuracy, opinions expressed, and other links provided by such linked sites are not investigated, verified, monitored, or endorsed by us. If you decide to visit, or transact business at, any linked site, then you do so at your own risk and it is your responsibility to take all protective measures. The third-party sites are not controlled by us and may have different terms of use and privacy policies, which we encourage you to review.

4. User Conduct, Prohibited or Unlawful Use

You are responsible for any activity that occurs through your use of our Services (including your account, if you have one) and you agree that you will not sell, transfer, license, or assign any account or access rights we may provide to you. With the exception of individuals or organizations that are expressly authorized to create accounts on behalf of others (e.g., employees or clients), we prohibit the creation of, and you agree that you will not, create an account for anyone other than yourself. All information that you provide to us must be true, accurate, current, and complete. Furthermore, you agree to update your information as necessary to maintain its truth and accuracy. You are responsible for keeping your password for the Services (if any) secret and secure. You agree that we are not responsible or liable for the conduct of any user.

In order to maintain an informative and valuable service for the users of the Services, the following rules have been established to protect against abuse. As a condition of your use of the Services, you agree that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, and may not, for example: (i) attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems, or networks of the Services, with the intent to probe, scan or test the vulnerability of a system or network of the Services, or those of any other party; (ii) interfere with service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system; (iii) falsify address information or otherwise modify e-mail headers to conceal the sender’s, or the recipient’s, identity; or (iv) use the Services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider. Note that these examples of unacceptable conduct are not intended to be an all-inclusive list and use of the Services in any manner that is unlawful or which could damage, disable, overburden or impair us or the Services is strictly prohibited. We may cooperate with U.S. government and law enforcement officials if any unlawful activity is suspected. Violations may result in liability and revocation of access to the Services.

Access to, and use of, password protected and/or other secure areas of the Services is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Services may be subject to prosecution.

5. Applicable Laws, Class Action Waiver, and Indemnity

By using the Services, you agree that these Terms and our Privacy Policy are subject to, and shall be construed and enforced in accordance with, the laws of the state of Texas without regard to its choice of law principles. This is the

case regardless of whether you reside or transact business or view the Services in Texas or elsewhere in the world. You agree to submit to the exclusive jurisdiction of the state and federal courts located in Dallas, Texas in relation to any claim, dispute, or difference arising from these terms, and you agree to waive any right of removal or transfer whether due to *forum non conveniens* or other reason.

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

The Services are controlled and administered by us in the United States of America. We make no representations that the Services are appropriate or available for use at locations outside the United States. If you access this site from locations outside of the United States, then you are responsible for your compliance with all applicable laws.

You agree to indemnify us and hold us harmless from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys' fees, resulting, whether directly or indirectly, from your violation of these Terms. You also agree to indemnify us and hold us harmless from and against any and all claims brought by third parties arising out of your use of the Services by any means, including without limitation through a posting, a link, reference to other content, or otherwise.

6. Disclaimer

Although we endeavor to provide accurate information through the Services, neither we nor our officers, directors, shareholders, employees, agents or representatives warrant that the Services will be uninterrupted or error-free. While we will use reasonable effort to maintain the availability of the Services, there is no guarantee that they will be complete, up-to-date, or available at all times. We may update, modify or remove any Materials from the Services at any time and for any reason, without prior notice.

YOUR USE OF THE SERVICES AND MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH THE USE OR DOWNLOADING OF MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (EVEN IF YOU ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES) THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED.

7. Miscellaneous

These Terms constitute the complete and exclusive statement of the agreement between you and us, and supersede all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms. If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and P&C Global as a result of these Terms or your use of the Services. Additionally, our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Furthermore, the section titles in these Terms are for convenience only and have no legal or contractual effect.

8. Contact Information

Reports of any activity in violation of these Terms should be sent to the address shown below. For all questions, complaints, and general comments, please contact us via e-mail at info@pournader.us or by phone at +1 214-624-9575.

These Terms of Use were last updated on July 15, 2023.