

Trafera Website Terms of Use

This Trafera Website Terms of Use Agreement (“Agreement”) is made by and between Trafera, LLC (“Trafera,” “we,” or “us”), having a principal place of business in Minnesota, USA, and you (“you,” “your,” or “user”). This Agreement contains the terms and conditions that govern your use of this website and any website that displays, links to, or references this Agreement as well as any services offered by Trafera on this website (each website and service collectively and individually referred to herein as the “Site”).

BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH THE SITE OR ANY PART THEREOF, YOU AGREE, ON YOUR OWN BEHALF PERSONALLY, AND ON BEHALF OF ANY ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT, THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SITE.

TRAFERA RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN TRAFERA’S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE “WEBSITE TERMS OF USE” HYPERLINK LOCATED ON THE SITE.

1. U.S. WEBSITE

This Site is intended for use by United States residents only and contains information regarding Trafera and its products and services available within the United States.

2. PERSONAL INFORMATION OF CHILDREN

THIS SITE IS INTENDED FOR USE BY INDIVIDUALS 18 YEARS OF AGE OR OLDER. WE HAVE NO INTENT TO COLLECT INFORMATION FROM CHILDREN UNDER THE AGE OF 18. IF YOU ARE UNDER THE AGE OF 18, YOU MAY NOT ACCESS OR USE THIS SITE WITHOUT THE CONSENT OF YOUR PARENT OR GUARDIAN.

3. ADDITIONAL TERMS

Some areas of the Site may have additional terms and conditions (“Additional Terms”). Where Additional Terms apply, we will make them available for you to read prior to your use of that area of the Site. By using those areas of the Site, you agree to the Additional Terms. If you disagree with this Agreement or are dissatisfied in any way with this Site, your sole and exclusive remedy is to discontinue accessing, visiting, browsing, using, or otherwise interacting with this Site.

4. PROVISION OF INFORMATION

To access this Site or some of the resources it offers, including contacting Trafera and requesting a quote, you may be asked to provide certain information such as your name, e-mail address, organization's name, and phone number. It is a condition of your use of this Site that all the information you provide on this Site will be correct, current, and complete. If Trafera believes the information you provide is not correct, current, or complete, Trafera has the right to refuse you access to this Site or any of its resources or Content, and to terminate or suspend your access at any time. All information collected via this Site shall be used and stored in a manner consistent with our Privacy Policy located at <https://www.trafera.com/privacy-policy>.

5. RESTRICTIONS ON USE

You may use this Site for purposes expressly permitted by this Site. As a condition of your use of the Site, you warrant to Trafera that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. For example and without limitation, you may not (and may not authorize any party to) (i) co-brand this Site, or (ii) frame this Site, without the express prior written permission of an authorized representative of Trafera. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or its Content. You agree to cooperate with Trafera in causing any unauthorized co-branding or framing immediately to cease.

In addition, you may not use the Site in any manner which could disable, overburden, damage, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided to you, including without limitation exceed the limitations of access granted to you, through the Site. You may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of this Site without our express permission. You may not attempt to probe, scan or test the vulnerability of the Site or any system to which it is connected or attempt to breach any security measures. Your use of this Site is strictly for your personal, non-commercial use only. Your use of the Site must be in compliance with all applicable laws and rights of third parties, including without limitation all third party intellectual property rights.

6. PROPRIETARY INFORMATION

The material and content accessible from this Site, and any other Site owned, operated, licensed, or otherwise controlled by Trafera, including without limitation all text, video, audio, streaming content, graphics, images, photographs, learning solutions, professional development materials, lessons, and other perceivable media, including any of the foregoing that are downloadable from the Site (collectively the "Content") is the proprietary information of Trafera or the party that provided or licensed the Content to Trafera, and Trafera and its licensors retain all right, title, and interest in the Content. Neither title nor intellectual property rights in and to the Site or the Content are transferred to you by access to or use of this Site or Content. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, reverse engineer, decompile, disassemble, translate, transfer, or sell any information, Content, software, products, or services obtained from or otherwise connected to the Site.

Modification or use of the Site or its Content except as expressly provided in this Agreement violates Trafera's intellectual property rights and/or the intellectual property rights of others. Notwithstanding the foregoing, with respect to Content that is downloadable, and subject to your compliance with this Agreement, Trafera grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, personal, limited license to download and use (but not modify) such Content for educational purposes only at your entity. Without limiting the foregoing, Trafera may impose additional restrictions or other license terms on the use of such downloadable Content.

7. HYPER-LINKS

This Site may be hyperlinked to other websites which are not maintained by, or related to, Trafera. Hyper-links to such websites are provided as a service to users and are not sponsored by or affiliated with this Site or Trafera. Trafera has not reviewed any or all of such websites and is not responsible for the content of those websites. Trafera is not responsible for webcasting or any other form of transmission received from any hyperlinked website. Hyper-links are to be accessed at the user's own risk, and Trafera makes no representations or warranties about the content, completeness, or accuracy of these hyperlinks or the websites hyperlinked to this Site. Trafera provides hyperlinks as a convenience, and the inclusion of any hyperlink to a third-party website does not necessarily imply endorsement by Trafera of that website, its owner, or its content.

8. FEEDBACK

You hereby grant to Trafera a royalty-free, perpetual, irrevocable, worldwide, sublicensable through multiple levels, transferrable, non-exclusive right and license to use, reproduce, make, modify, adapt, publish, translate, broadcast, create derivative works from, distribute, offer to sell, sell, import, perform, and display all feedback, suggestions, ideas, or other improvements to, or reviews of, the Site or the Content you communicate to Trafera (together, "Feedback"), and to incorporate any Feedback, in whole or in part or modified as Trafera sees fit, in other works, products, or services in any form, media, or technology now known or later developed. You hereby waive in perpetuity all so-called "moral rights," rights of integrity, rights of paternity, rights of disclosure, rights of withdrawal, rights of attribution, rights to prevent attribution in the event of a distortion, mutilation, or modification, and all such analogous rights in or related to any Feedback.

Trafera will not be required to treat any Feedback as confidential, and may use any Feedback to the full extent of its license without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Trafera products, services, or other business operations.

9. DMCA NOTICE INSTRUCTIONS FOR INFRINGING CONTENT

It is the policy of Trafera to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Site, please notify the Trafera copyright agent as set forth below. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and provide a link (where available) to where it is located on the Site;
4. Information reasonably sufficient to permit Trafera to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Jason Greff, Senior Legal Counsel

Email: jason.greff@trafera.com

Address: 2550 University Ave West, Suite 416-S, Saint Paul, MN 55114

10. DISCLAIMER OF WARRANTY

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SITE AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TRAFERA DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. TRAFERA DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TRAFERA DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND TRAFERA MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT TRAFERA, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR CONTENT. TRAFERA MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT. SOME JURISDICTIONS, MAY NOT ALLOW THE EXCLUSION OF CERTAIN

TYPES OF WARRANTIES INCLUDING WITHOUT LIMITATION OF IMPLIED WARRANTIES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11. LIMITATION ON LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, TRAFERA, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF TRAFERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TRAFERA AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. TERMINATION OR RESTRICTION OF ACCESS

Trafera reserves the right, in its sole discretion, to (i) terminate your access to the Site and the related services or any portion thereof at any time, without notice; and (ii) withdraw, suspend, or discontinue any functionality or feature of the Site.

13. INDEMNITY

You will indemnify and hold Trafera, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of this Agreement by you, including without limitation any use of Content other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting losses, damages, judgments, awards, fines, costs, expenses, and attorney's fees (collectively "Losses") of the Indemnified Parties in connection therewith, including without limitation in relation to the defense of any third party claims related thereto. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Site, including without limitation for any Indemnified Party's Losses, except to the extent such claims and losses are due to the negligent or willfully malicious acts of Trafera.

14. SECURITY

You understand that Trafera cannot and does not guarantee or warrant that Content, including

without limitation downloadable Content available, will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this website for any reconstruction of any lost data. Trafera does not assume any responsibility or risk for your use of the Internet.

You are prohibited from any attempt to compromise security or tamper with system resources associated with this Site. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Trafera reserves the right to release your details to system administrators at other Sites in order to assist them in resolving security incidents. Trafera reserves the right to investigate suspected violations of this Agreement.

Without limiting Trafera's right to use data related to you as set forth in its Privacy Policy, Trafera may use and disclose information related to you in special instances when we have reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with our rights or property, other Site visitors, or anyone else. Trafera may disclose your information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend Trafera's legal rights, to protect your vital interests or those of any other third party, and when Trafera otherwise believes in good faith that any applicable law requires it.

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS TRAFERA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY TRAFERA DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER TRAFERA OR LAW ENFORCEMENT AUTHORITIES.

You recognize and agree that when submitting your personally identifiable information to Trafera, while Trafera may have safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security. IN THE EVENT OF AN INTERCEPTION OR UNAUTHORIZED ACCESS DESPITE OUR EFFORTS, TRAFERA SHALL NOT BE RESPONSIBLE FOR SUCH INTERCEPTIONS OR UNAUTHORIZED ACCESS. TRAFERA DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIEDLY, THAT THE INFORMATION PROVIDED BY ANY CUSTOMER SHALL BE FREE FROM INTERCEPTION OR UNAUTHORIZED ACCESS.

15. TRADEMARKS AND COPYRIGHTS

Trademarks, service marks, logos, and copyrighted works appearing in this Site are the property of Trafera or the party that provided the trademarks, services marks, logos, and copyrighted works to Trafera. Trafera and any party that provided trademarks, service marks, logos, and

copyrighted works to Trafera retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in this Site.

All Content of the Site is: Copyright © Trafera, All rights reserved, unless otherwise noted.

16. MISCELLANEOUS

This Agreement will be governed and interpreted pursuant to the laws of Minnesota, United States of America, excluding any principles of conflicts of law. You specifically consent to personal jurisdiction in Ramsey County, Minnesota in connection with any dispute between you and Trafera arising out of or relating to this Agreement or pertaining to the subject matter hereof. The parties to this Agreement each agree that the exclusive venue for any dispute between the parties arising out of this Agreement will be in the state and federal courts in Ramsey County, Minnesota.

Trafera may assign or otherwise convey any of its rights and obligations under this Agreement, but you may not. All of the terms and conditions of this Agreement shall inure and be binding upon any party's permitted successors and assigns.

If any part of this Agreement is unlawful, void, or unenforceable, that part shall be modified by a court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording or, if not amendable to become lawful and enforceable, shall be severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Trafera as a result of this Agreement or your accessing, visiting, browsing, using, or otherwise interacting with the Site.

This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the user and Trafera with respect to the Site. Notwithstanding the foregoing, any additional terms and conditions on this Site will additionally govern the items to which they pertain.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

The failure by Trafera at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy, or option or in any way affect the validity of this Agreement. The waiver of any default by us will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

Trafera may revise this Agreement at any time by updating this posting.

Last Modified: August 1, 2023

