

# Terms of Use

**Last Modified: March 20, 2025**

PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING THIS WEBSITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS OF USE MAY CHANGE AT ANY TIME WITHOUT NOTICE TO YOU AND WILL CREATE LEGALLY BINDING OBLIGATIONS UPON YOU. BY USING THIS WEBSITE AND ANY OF ITS SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, ACCEPT, AND AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THESE TERMS ("TERMS OF USE"). IF YOU DO NOT AGREE TO THESE TERMS OF USE, OR ARE UNDER THE AGE OF 18, YOU MAY NOT ACCESS THIS AWEBSITE OR OTHERWISE USE ANY SERVICES.

PLEASE CAREFULLY REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW, AS IT REQUIRES YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

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## Accessing the Website

These Terms of Use apply to the websites and mobile applications owned by Acasia Technology, Inc., a Nevada corporation (hereinafter referred to as the "Company", "We", "Our", or "Us") and the Services offered thereon. Such websites and mobile applications are collectively referred to as the "Websites," or each individually as a "Website." In some cases, a Website may be governed by different terms of use ("Additional Terms"), in which case any conflicting terms in the Additional Terms shall prevail over the terms of these Terms of Use.

When accessing and using this Website and associated Services (as hereinafter defined), "You," a user of the Website, must comply with these Terms of Use, which may be amended by the Company at any time. Such amended Terms of Use shall be effective upon publication on the Website and shall continue until You stop accessing the Website and stop using the Services.

## Use of Services

The Services offered via the Websites are those with which you interact on the Website (the "Services"). You agree to use the Services in accordance with these Terms of Use and any applicable laws and regulations.

In particular, You agree that when using the Services, You will not:

- a) Use the Services in connection with surveys, contests, chain letters, junk email, illegal schemes, spamming or any duplicative or unsolicited messages (commercial or otherwise).

- b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, illegal, indecent, or unlawful topic, name, material, or information.
- d) Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same.
- e) Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- f) Use the Services to transmit files that contain viruses, malware, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- g) Use the Services in any manner which could be perceived as deceptive or dishonest.
- h) Use the Services to advertise for sale any illicit products or services.
- i) Download any file posted by another user of the Services that You know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- j) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- k) Restrict or inhibit any other user from using and enjoying the Services.
- l) Harvest or otherwise collect information about others, including e-mail addresses or any other information that could be deemed 'personal' in nature.
- m) Create a false identity for the purpose of misleading others, or otherwise provide false registration information for any Services which may require registration.
- n) Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

The Company reserves the right to review your use of the Services and restrict or terminate Your access to the Services at any time, without notice, for any reason whatsoever. The Company further reserves the right at all times to disclose any information as the Company deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

## **Payment**

Your use of some Services may require payment to the Company. Services that are conditioned upon payment to the Company are accompanied by payment terms specific to that Service. If You do not comply with the payment terms of the Services, the Company reserves the right to restrict or terminate Your use of the Services without notice to You, and if applicable, delete any data You input or store using the Services.

## **Legal Disclaimer and Limitation of Liability**

The Company does not warrant the accuracy, reliability or timeliness of any information published on the Website, nor does it endorse any content, viewpoints, products, or services linked from this Website, and shall not be held liable for any losses caused by reliance on the accuracy, reliability, or timeliness of such information. Portions of such information may be incorrect or not current. Any person or entity that relies on any information obtained from the Website does so at their own risk.

This Website may provide links to other websites that are not under the control of the Company. The Company shall not be responsible for the content of such other websites. To the extent applicable, the Company provides such links only as a convenience to You, and the inclusion of any link to any such web sites does not imply endorsement by the Company of the content of such websites.

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## **Intellectual Property**

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use of the Content or Services, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of the Company is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

## **Non-Commercial Use**

Unless otherwise specified, the Services are for non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from or by using the Services. For the avoidance of doubt, any media, files, applications, or code downloaded from the Websites may only be used for non-commercial purposes unless otherwise specified.

## **Linking to Websites**

The Company consents only to links to the Website in such instances where the link, and the pages that are activated by the, link do not: (a) create frames around any page on this Website or use other techniques that alter in any way the visual presentation or appearance of any content within this site; (b) misrepresent Your relationship with the Company; (c) imply that the Company approves or endorses You, Your website, or your service or product offerings; and (d) present false or misleading impressions about the Company or otherwise damage the goodwill associated with the Company's name or its trademarks.

You further agree that the Company may at any time, in its sole discretion, terminate permission to link to the Websites or to the use the Company's trademarks and/or copyrights. In such event, You agree to immediately remove all links to the Websites and to cease any related use of the Company's trademarks and/or copyrights.

## **Indemnification**

You shall indemnify and hold the Company, its officers, boards, employees and agents harmless from any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liabilities of any kind whatsoever, including but not limited to, attorney's fees and costs of defense which may be the result of Your willful, negligent or tortious conducts, including but not limited to Your violation of any third-party intellectual property rights or licenses, arising out of Your use of the Websites or Services, regardless of whether or not the willful, negligent, or tortious act is caused in part by the Company.

## **Governing Law and Arbitration**

The Terms of Use shall be governed by and construed in accordance with the law of the State of Minnesota without regard to its principles of conflict of laws. If any dispute arises between You and us from your use of this website, You agree to first attempt to resolve the dispute through mediation facilitated by JAMS (Judicial Arbitration and Mediation Services). If mediation is unsuccessful in resolving the dispute within a reasonable time frame, You further agree to submit to binding arbitration through the American Arbitration Association (the "AAA"). in accordance with its rules and procedures. Any arbitration award shall be final and binding upon the parties and enforceable in any court of competent

jurisdiction. Notwithstanding anything to the contrary, the place of any arbitration, mediation, or other legal claims shall occur within the State of Minnesota, and any dispute arising from these Terms of Use shall be brought exclusively before a federal court located in Minnesota.

YOU AGREE THAT ANY CLAIM YOU MAY HAVE AGAINST THE COMPANY, INCLUDING THE COMPANY'S PAST AND PRESENT AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, MUST BE BROUGHT INDIVIDUALLY IN ACCORDANCE WITH THIS SECTION, AND YOU SHALL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN OR PARTICIPATE IN A CLASS ACTION AGAINST THE COMPANY.

## **Severability**

In the event that any provision of these Terms of Use shall for any reason be held invalid, illegal or unenforceable in any respect by a court or arbitrator of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from these Terms of Use and the remainder hereof shall remain in full force and effect.

## **Contacting The Company**

To submit questions regarding these Terms of Use, or to exercise any rights relating to Your personal information, please contact the Company by email at [notices@acasia.com](mailto:notices@acasia.com) or by mail to the Company's mailing address at:

Acasia Technology, Inc.  
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