

Terms of Service Agreement

Welcome to <http://higol.co>, operated by Beckman Enterprises Inc., located at 732 Ninth Street, #574, Durham, NC 27705 USA. By using the website located at <http://higol.co>, the related mobile website, and the mobile application (collectively, the “Websites”), you agree to be bound by these Terms of Service (this “Terms of Service” or “Agreement”). If you object to anything in this Agreement or the <http://higol.co> Privacy Policy, do not use the Site.

This Agreement is subject to change by <http://higol.co> at any time, effective upon posting on the website. Your continued use of the Websites and the Service following <http://higol.co> posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Websites and the Service. This Agreement may be modified by <http://higol.co> from time to time, such modifications to be effective upon posting by on the Website. By accessing and/or using the Website, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein in the exact same fashion as if you signed the Agreement.

1. **Access and Retention.** In order to access and retain this electronic Agreement, you must have access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

2. **Commercial Use of Service.** If you are using the Service and/or accessing the Website on behalf of a company, entity, or organization (collectively, a “Subscribing Entity”), you represent and warrant that:

- a. You are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Terms of Service;
- b. You have read and understand this Terms of Service; and
- c. You agree to this Terms of Service on behalf of the Subscribing Entity.

Illegal and/or unauthorized uses of the Website include, but are not limited to, browsing or downloading illegal content, collecting usernames and/or email addresses of others by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Website, sharing or disclosing your username or password to any third party or

permitting any third party to access your account, attempting to impersonate another user or person, use of the Website in any fraudulent or misleading manner, any automated use of the system, such as scraping the Website, automated scripts, spiders, robots, crawlers, data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Websites or the networks or services connected to the Website, and using the Website in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Website may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website and Service is with the permission of <http://higol.co>, which may be revoked at any time, for any reason, in <http://hogol.co> sole discretion.

3. Your Use of the Website

- a. You may not browse or download illegal content.
- b. You must not copy or capture, or attempt to copy or capture, any content from the Websites (the "Content") or any part of the Website, unless given express permission by <http://higol.com>.
- c. You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from the Platform, except (i) where such Content is created by you (such content, "Your Content"), or (ii) as permitted under these Terms of Service, and within the parameters set by the person or entity that uploaded the Content (the "Uploader") (for example, under the terms of Creative Commons licenses selected by the Uploader).
- d. You must not use any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Website's offering.
- e. You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.
- f. You must not employ the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log-in, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Website.
- g. You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Websites or any Content appearing on the Website (other than Your Content).
- h. You must not, and must not permit any third party to, copy or adapt the object code of the Website, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Websites, or circumvent or attempt to circumvent or

copy any copy protection mechanism or access any rights management information pertaining to Content other than Your Content.

i. You must not use the Website to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

- any Content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in <http://higol.co>'s sole and reasonable discretion;
- any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
- any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in <http://higol.co>'s sole and reasonable opinion;
- any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Websites or servers or networks forming part of, or connected to, the Website, or which does or might restrict or inhibit any other user's use and enjoyment of the Website; or
- any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

j. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

k. You must not rent, sell or lease access to the Website, or any Content on the Website, although this will not prevent you from including links from Your Content to <http://higol.com>.

l. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.

m. You must not stalk, exploit, threaten, abuse or otherwise harass another user, or any <http://hogol.co> employee or subcontractor. If we feel that your behavior towards any of our employees/contractors is at any time threatening or offensive, we reserve the right to immediately terminate contact with you and you will not be entitled to any refund for services purchased.

n. You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.

o. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by <http://higol.co> or any Uploader; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of <http://higol.co>'s servers, system or network or attempt to breach <http://higol.co>'s data security or authentication procedures; attempt to interfere with the Websites or the Services by any means including, without limitation, hacking <http://higol.co>'s servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of <http://higol.co> under these Terms of Service, <http://higol.co> reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions, and acknowledge and agree that <http://higol.co> has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Service. This may include taking court action and/or reporting offending users to the relevant authorities.

4. Term. This Agreement will remain in full force and effect while you use the Website and/or Service. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

5. Modifications to Service. <http://higol.co> reserves the right at any time to modify or discontinue, temporarily or permanently, the website and our Services (or any part thereof) with or without notice. You agree that <http://higol.co> shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

6. Blocking of IP Addresses. In order to protect the integrity of the Services, <http://higol.co> reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Websites.

7. Content.

a. **Proprietary Rights.** <http://higol.co> retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of <http://higol.co>, Beckman Enterprises Inc, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on <http://higol.co> is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of <http://higol.co>. Distribution of Content to others is strictly prohibited, except when sharing links back to the website itself. You agree that <http://higol.co> would be irreparably harmed by any violation or threatened violation of this section and that, therefore, <http://higol.co> shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the content appearing on <http://higol.co> may be supplied by third parties. <http://higol.co> has no responsibility for these third party websites nor for their content, which is subject to and governed by the Terms of Service and/or privacy policies, if any, of the applicable third party content providers.

8. Restrictions on Use of Materials. You acknowledge that <http://higol.co> contains images, text, and other content (collectively, "Intellectual Property") that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Intellectual Property is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and <http://higol.co> owns a copyright in the selection, coordination, arrangement and enhancement of such Intellectual Property. All trademarks appearing on this Websites are trademarks of their respective owners. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Intellectual Property, in whole or in part. When Intellectual Property is downloaded to your computer, you do not obtain any ownership interest in such Intellectual Property. Modification of the Intellectual Property or use of the Intellectual Property for any other purpose, including, but not limited to, use of any Intellectual Property in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

9. Copyright Policy. <http://higol.co> prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by certified mail to:

732 Ninth Street, #574, Durham, NC 27705

If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to <http://higol.co> at the address shown above, giving a written statement that contains:

- a. identification of the copyrighted work and/or intellectual property right claimed to have been infringed;
- b. identification of the allegedly infringing material on the Site that is requested to be removed;
- c. your name, address, and daytime telephone number, and an e-mail address if available;

d. a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law;

e. a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and

f. the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right.

<http://higol.co> will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

10. Liability for Content. You hereby acknowledge and agree that <http://higol.co> (i) stores Content and other information at the direction, request and with the authorization of its users, (ii) acts merely as a passive conduit and/or host for the uploading, storage and distribution of such Content, and (iii) plays no active role and gives no assistance in the presentation or use of the Content. You are solely responsible for all of Your Content that you upload, post or distribute to, on or through the Websites, and to the extent permissible by law, <http://higol.co> excludes all liability with respect to all Content (including Your Content) and the activities of its users with respect thereto.

11. Repeat Infringers. <http://higol.co> will suspend or terminate your access to the Website if <http://higol.co> determines, in its sole and reasonable discretion, that you have repeatedly breached these Terms of Service.

If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any of Your Content infringes the copyright or other rights of such third party, or if we believe that your behavior is inappropriate and violates our Terms of Service, we will send you a written warning to this effect. Any user that receives more than two of these warnings is liable to have their access to the Websites terminated forthwith.

Please note that we do not offer refunds to users whose use is terminated as a result of repeated infringement of these Terms of Service.

12. Limitation of Liability. In no event shall <http://higol.co> be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Websites or Service, or use thereof. Nothing contained in this Websites or in any written or oral communications from <http://higol.co> or its employees or agents shall be construed to make any promise, covenant, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Websites and the services provided by employees of the Websites are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. <http://higol.co> makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Websites' content or that the functionality of the Websites will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Websites and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL <http://higol.co>, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITES OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITES, EVEN IF [HTTP://HIGOL.CO](http://HIGOL.CO) HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL [HTTP://HIGOL.CO](http://HIGOL.CO) HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, WEBSITE OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS; LOST DATA; LOSS OF GOODWILL; COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT; WORK STOPPAGE; EQUIPMENT FAILURE OR MALFUNCTION; ILLEGAL, IMMORAL OR FRAUDULENT ACTIVITY; PERSONAL INJURY; PROPERTY DAMAGE; OR ANY OTHER DAMAGES OR LOSSES, EVEN IF [HTTP://HIGOL.CO](http://HIGOL.CO) HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of <http://higol.co> and sole remedy available to any Member in any case in any way arising out of or relating to the Agreement, Websites or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$100.00 to the user.

13. Indemnity by You. You agree to indemnify and hold <http://higol.co>, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

a. your use of the Service and/or Websites in violation of this Agreement and/or arising from a breach of this Agreement including without limitation your representations and warranties set forth above;

b. any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Websites, and/or your making available thereof to other users of the Websites, and/or the actual use of Your Content by other users of the Website or related services in accordance with these Terms of Service and the parameters set by you with respect to the distribution and sharing of Your Content;

c. any activity related to your account, either by you or by any other person accessing your account with or without your consent unless such activity was caused by the act of <http://higol.co>; and

d. any responses to subpoenas or lawfully requested information about you, and you agree to reimburse <http://higol.co> any attorney's fees and expenses in so responding.

14. **Attorney Fees.** In the event that <http://higol.co> and/or Beckman Enterprises Inc. is successful in whole or in part in any action or proceeding related to or arising from this Agreement, you shall be responsible for all of <http://higol.co> and/or Beckman Enterprises Inc.'s attorneys' fees and costs.

15. **Parental or Guardian Permission.** Some of the Content on the Websites may not be appropriate for children. CHILDREN UNDER THE AGE OF 18 ARE NOT PERMITTED TO USE THE WEBSITES UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT.

17. **Privacy.** Use of the Websites and/or the Service is also governed by our Privacy Policy, located at <https://higol.co/wp-content/uploads/2018/03/Higol-Privacy-Policy.pdf>.

18. **Jurisdiction and Choice of Law; Dispute Resolution.** If there is any dispute arising out of the Website and/or the Service, by using the Website and/or Service, you expressly agree that any such dispute shall be governed by the laws of the State of North Carolina, without regard to its conflict of law provisions, and you expressly and irrevocably agree and consent to the exclusive personal jurisdiction and venue of the state and federal courts of the State of North Carolina, for the resolution of any such dispute. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. In the event of a dispute, you agree to confine your allegations to the dispute resolution process and agree not to make any negative, disparaging or defamatory statements about the site or fee services outside of the dispute resolution process.

19. **Arbitration Provision/No Class Action.** Except where prohibited by law, and except for injunctive relief sought by <http://higol.co> and/or Beckman Enterprises Inc., as a condition of using the Websites and/or Service, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the Websites and/or Service, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration under the rules of the American Arbitration Association for full and final settlement of

such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement), selected by agreement of both parties or by an independent mediator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement) if the parties are unable to agree. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of North Carolina, County of Durham. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of State of North Carolina, County of Durham.

21. **No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

22. **Availability Outside the U.S.** If you access <http://higol.co> from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Website from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

23. **Entire Agreement.** This Agreement contains the entire agreement between you and <http://higol.co> regarding the use of the Website and products and services purchased on the site.

24. **Severability; Waiver.** If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, <http://higol.co> failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect <http://higol.co>'s ability to enforce such term at any point in the future.

25. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Please contact us with any questions regarding this agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.