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Terms of Service

1. Introduction

These Terms of Service ("Terms") govern your access to and use of the website located at <u>awwcor.com</u> ("Website") and any associated services offered by AWWCOR Inc. (collectively, the "Service"). By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access or use the Service.

2. Definitions

- "AWWCOR Inc." refers to the owner and operator of the Service.
- "User" refers to you, the person accessing or using the Service.
- "Content" refers to any information, data, text, software, code, images, or other materials that appear on or are uploaded to the Service.

3. User Accounts

You may be required to create an account to access certain features of the Service. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password. AWWCOR Inc. reserves the right to refuse service, terminate accounts, or remove or edit content at its sole discretion.

4. User Content

- You are solely responsible for any Content you upload, post, or otherwise transmit through the Service.
- You represent and warrant that you have all rights necessary to upload or transmit such Content and that the Content does not infringe on any intellectual property rights or violate the privacy rights of any third party.
- You grant AWWCOR Inc. a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, publish, and translate your Content for the sole purpose of providing and improving the Service.

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5. Acceptable Use

- You agree to use the Service only for lawful purposes and in accordance with these Terms.
- You agree not to use the Service in any way that:
 - Violates any applicable law or regulation.
 - Infringes on the rights of any third party.
 - \circ $\:$ Is harassing, abusive, defamatory, obscene, or hateful.
 - Interfere with the operation of the Service.
 - Attempts to gain unauthorized access to the Service or any computer systems or networks connected to the Service.

6. Intellectual Property

The Service and all content and materials included on the Service, including text, graphics, logos, icons, images, software, and other materials ("Intellectual Property"), are the property of AWWCOR Inc. or its licensors. You are granted a limited, non-exclusive, non-transferable license to access and use the Service in accordance with these Terms.

7. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. **AWWCOR INC.** DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY. **AWWCOR INC.** DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8. Limitation of Liability

AWWCOR INC. WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

9. Indemnification

You agree to indemnify and hold harmless AWWCOR Inc., its officers, directors, employees, agents, and licensors from and against any and all claims, losses, damages, liabilities, costs, and

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expenses (including attorneys' fees) arising out of or in connection with your use of the Service or your violation of these Terms.

10. Termination

- AWWCOR Inc. may terminate your access to the Service at any time, for any reason, or no reason.
- You may terminate your use of the Service at any time.

11. Governing Law and Jurisdiction

- These Terms will be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of law provisions.
- You agree to submit to the exclusive jurisdiction of the courts located in the State of Delaware for all disputes arising out of or relating to these Terms.

12. Entire Agreement

These Terms constitute the entire agreement between you and AWWCOR Inc. regarding your use of the Service.

13. Updates to Terms of Service

AWWCOR Inc. may update these Terms at any time. The updated Terms will be posted on the Service. You are advised to review these Terms periodically for any changes. By continuing to access or use the Service after the updated Terms are posted, you agree to be bound by the updated Terms.

14. Contact Us

If you have any questions about these Terms, please contact us at <u>requests@awwcor.com</u>.