TERMS AND CONDITIONS OF USE

Effective Date: 1/26/2023

1. **General**

The website www.phats-sphem.com (the "Website") is provided for your personal information, education and communication. Your access to and use of the Website is subject to the following terms and conditions ("Terms and Conditions") and all applicable laws. As a user, it is required that you review and accept the Terms and Conditions. You also should review our Privacy Policy. By accessing and using the Website, you accept, without limitation or qualification, the Terms and Conditions and Privacy Policy, and agree to be bound by them. If you do not accept and agree to the Terms and Conditions and Privacy Policy, refrain from accessing our Website.

With our Website and services constantly evolving, the Terms and Conditions and Privacy Policy may also change. Whenever there are changes, the modified Terms and Conditions or Privacy Policy will be posted on the Website and will be effective at that time. With each change, a new version number will be displayed at the top of the page. Consequently, each time you access or use the Website, you accept and agree to the most current set of Terms and Conditions and Privacy Policy. It is your responsibility to be aware of any such changes.

1.1 Disclaimer regarding content
We cannot and do not guarantee or warrant that any of the information that you may receive through the Website, or links to third party website is accurate, up-to-date or complete and we do not accept any responsibility for any errors or omissions, or for any damage or loss you may suffer.

2. Rights

2.1 The software that runs the Website is owned by us and/or our licensors. Except to the extent expressly permitted by applicable laws, you must not copy, modify, download, distribute or de-compile that software without our consent.

2.2 You may download material displayed on the Website for non-commercial, personal use provided you also retain all copyright and other proprietary notices contained on the materials. You may not distribute, modify, transmit, reuse, repost or use the content of the Website for public or commercial purposes, including the text and images, without written permission.

2.3 Except as expressly permitted by applicable law and by clause 2.2 (above), you may not copy (except to the extent required in order to use the Website in accordance with these Terms and Conditions), store in any medium (including in any other website), distribute, transmit, re-transmit, broadcast, modify, or show in public any part of the Website or systematically extract material from the Website or any document available through the Website or in any other way exploit commercially all or any part of the Website or any document available through the Website without our prior written permission.

2.4 Unauthorized access to or use of the Website is prohibited. You must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt the Website or any computer system, server, router or any other internet-connected device associated with the Website.

2.5 Images of people or places displayed on the Website are either the property of, or used with permission by, the administrator(s) of the Website and may not be used except as provided in these Terms and Conditions without written permission. For information on how to obtain permission, scroll down to "Copyright Permission".

2.6 The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Website are registered and unregistered Trademarks of the administrator(s) of the Website and others. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without our written permission or the permission of such third party that may own the Trademarks displayed on the Website. Your misuse of the Trademarks displayed on the Website, or any other content on the Website, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that the administrator(s) of the Website will enforce their intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

2.7 We reserve the right, in our discretion, to withdraw, suspend or modify the Website or certain features or parts of the Website with or without notice to you, where we have reason to do so. There may also be times when the Website or certain features or parts of the Website become unavailable, whether on a scheduled or unscheduled basis. You agree that we will not be liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of the Website or any service available on or through the Website.

2.8 Software from the Website is further subject to United States and European Union Export Controls. Software from the Website may not be downloaded or exported (i) into (or to a national or resident of) North Korea, Iran, Syria, or any other country to which the United States and/or the European Union has embargoed goods; or (ii) to anyone on the United States Treasury Departments list of Specially Designated Nationals or the U.S. Commerce Departments Table of Deny Orders. By downloading or using the software or purchasing products or services from the Website, you represent that you are not located in, under the control of, or a national or resident of any such country or on any such list.

3. Your warranties

3.1 You warrant that:

3.1.1 you will only use the Website in accordance with these Terms and Conditions and only for lawful purposes and in a lawful manner;

3.1.2 all emails, comments, discussion posts, blogs, news postings, information, document, file or any other material that you intend to post to the Website or provide to us via the Website (“Contributions”) does not contravene any applicable local, national or international laws or regulations or contravene any person's legal and/or intellectual property rights, is not offensive or defamatory, is true, accurate, current and complete in all respects and that you will notify us immediately of any changes to that information, document or file;

3.1.3 you will not transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam) via the Website;

3.1.4 you will not knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; and

3.1.5 you will not collect information about users, including email addresses, without their prior consent.

4. Contributions

4.1 You are solely responsible for your Contributions and you shall ensure that your Contributions do not:

4.1.1 contain any material which is defamatory of any person;

4.1.2 contain any material which is obscene, offensive, hateful or inflammatory;
4.1.3 promote sexually explicit material;
4.1.4 promote violence;
4.1.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
4.1.6 infringe any copyright, database right or trade mark of any other person;
4.1.7 be likely to deceive any person;
4.1.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
4.1.9 promote any illegal activity;
4.1.10 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
4.1.11 be likely to harass, upset, embarrass, alarm or annoy any other person;
4.1.12 be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
4.1.13 give the impression that they emanate from us, if this is not the case; or
4.1.14 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4.2 You retain the ownership rights in your Contributions and grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, trademarks, database rights and intellectual property rights you have in the Contributions, in any media known now or in the future. In addition, you waive all moral rights you have in the Contributions to the fullest extent permitted by law. You represent and warrant that you are entitled to grant such a license to us.

4.3 You agree to indemnify us for any cost, expenses, damages or liabilities we incur due to your use of the Website or otherwise relating to any of your Contributions. We reserve the right to remove or edit any Contributions as we see fit, without warning and without being required to provide reasons, and/or to make such information available to regulatory bodies or law enforcement authorities. Our decision on this shall be final. Further, we reserve the right to suspend or terminate, or bar access to, all or part of the Website.

4.4 We shall not be liable to you for any loss you may incur as a result of us taking any of the actions described in clause 4.3 nor for the actions or inactions of other users, including anything contained in your or any third party's Contributions.

4.5 In the course of using the Website, you may submit your personal data and/or the personal data of others. It is your responsibility to ensure this information is accurate and up-to-date.

4.6 You agree that you are responsible for the personal data that you submit to the Website, including the personal data of others. If you submit the personal data of others to the Website, you must ensure that you have all the rights and permissions needed to use that personal data in connection with the Website and any services offered through the Website. We are not responsible for any actions you take with regards to submitting the personal data of others to the Website. Please do not add the personal data of others to the Website unless you have first obtained consent to do so.

5. Online Privacy

5.1 We respect your privacy and will only process information about you in accordance with our Privacy Policy. By using the Website, you agree to such processing and you warrant that all data provided by you is accurate.

6. Linking

6.1 From the Website you may be able to obtain access to website operated by others. The content of such third-party website to which you may navigate, by means of hypertext links, from the Website is beyond our control. You proceed entirely at your own risk. We do not accept any responsibility for any damage or loss you may suffer arising out of access to those website, including, but not limited to, damage or loss

arising from your use of documents or other information found on those website. These links are not monitored or maintained by us nor are we responsible for the content of any third-party website. Please read all copyright and legal notices on each website prior to downloading or printing items to ensure that such actions are permitted under the third-party's copyright notices, legal notices and or terms of use.

6.2 Any links to such third-party website are for your convenience and the inclusion of the links on our Website does not imply any endorsement, guarantee, warranty or representation by us of the quality or accuracy of the information, products or services provided to you on those third-party website.

7. Restricted access

7.1 Access to parts of the Website are restricted to authorized persons. If you believe you have been granted access to any document or file by mistake, please exit the restricted section immediately and contact us as soon as possible.

7.2 You may be required to enter your username and password to enter restricted areas of the Website. You must not allow any other person to use your password. If you believe someone else knows your password, you must change it immediately.

7.3 We reserve the right to remove users from the authorized list of users at any time.

7.4 Parts of the Website incorporate encryption technology but even if there is encryption technology in place we cannot guarantee that unauthorized individuals will not be able to access confidential information hosted on or downloaded from the Website.

7.5 The documents and files hosted on restricted parts of the Website are confidential. You must not distribute the documents and files hosted in these areas except to persons authorized to read them. If you believe that you may have been granted access to a document or file by mistake you must not download it, copy it, use it for any purpose or disclose its contents to any other person.

7.6 If you access the Website from a shared PC, during your access to the Website you will be responsible for all instructions received by us between the time you pass the security procedure until you exit the Website. This includes any input errors or instructions sent by someone other than you whilst you are still logged onto the Website.

7.7 Email communication is not secure and there is no guarantee that an email will be delivered within a reasonable time, or at all. We advise you to contact us by telephone with any information that must reach us by certain deadlines.

8. Limitation of liability

8.1 We shall not be liable to you for any communication you send to us by email which is either received late or not received at all.

8.2 We shall not be liable to you for any loss arising out of the inaccuracy or incompleteness of information, including any of your or any third party's Contributions, contained on the Website or in the services available through the Website.

8.3 The Website and/or services available through the Website are provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8.4 While we will endeavor to maintain the availability of the Website, we make no warranty that the Website will meet your requirements or will be uninterrupted, timely, or error-free, that defects will be corrected or that the Website or the server(s) that make the Website and/or the services available through

the Website available are free of viruses or bugs. If you are aware of any error on the Website please contact us and we will endeavor to correct it.

8.5 We will not be responsible or liable to you for any loss of material uploaded or transmitted through the Website.

8.6 We shall not be liable for any special, indirect or consequential damages (including loss of business, profits, anticipated savings, opportunity, reputation or goodwill) however caused.

9. Refund Policy

9.1 PHATS/SPHEM offers a full refund within the first 30 days of your purchase. If 30 days have passed since your purchase, you will not be offered a refund of of any kind. Refunds will be made to the original form of payment. Please contact admin@phatssphem.com regarding your refund.

Contact Information

For questions concerning these Terms and Conditions of Use, please contact our General Counsel, jdaffner@mbdcounsel.com.