

# Terms & Conditions

## 1. Intellectual Property

The Online Services and its content, features and functionality ("**Content**") are and will remain the exclusive property of Triton and its licensors. Subject to your strict compliance with these Terms and the Additional Terms, Triton grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download and copy (temporary storage only of web site content and a single device download and storage of the mobile app), display, view, use, and play our Content on a personal computer, browser, laptop, tablet, mobile phone or other wireless device, or other Internet-enabled device (each, a "**Device**"), and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Triton sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms. Your breach of any of these Terms or Additional Terms automatically terminates this license.

## 2. Content You Submit and Your Use of the Online Services

### A. Content You Submit

You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Online Services, or by means other than the Online Services, including without limitation via our social media pages and accounts such as Facebook and LinkedIn) ("**Submissions**"), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, or explicit terms of our **Privacy Policy** or applicable Additional Terms. As permitted by applicable law,

and subject to any explicit terms of our **Privacy Policy** and applicable Additional Terms, you also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your Submissions and derivatives thereof. As permitted by applicable law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your Submissions. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Submissions.

#### B. Service Use Restrictions.

You agree that you will not: (i) use the Online Services for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to Triton; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Online Services by any means whatsoever or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Online Services; (v) engage in any activity that interferes with a user's access to the Online Services or the proper operation of the Online Services, or otherwise causes harm to the Online Services, or other users of the Online Services; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Online Services or any feature that restricts or enforces limitations on use of or access to the Online Services or the Content; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Online Services,

including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Online Services, other computer systems or networks connected to the Online Services, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

#### C. Content Use Restrictions.

You also agree that, in using the Online Services, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Online Services by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all trademark, copyright, and other intellectual property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) will not make any modifications to such content; (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Triton or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Online Services.

#### D. Availability of Service and Content.

Triton, in our sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Online Services and/or Content (and any elements and features of them), in whole or in part, for any reason, in our sole discretion, and without advance notice or liability.

### **3. Third-Party Services; Advertisements; Dealings with Third Parties**

The Online Services may contain or may link to, interact with or otherwise be associated with third party platforms, services, plug-ins, applications, ads, tools and/or other content, and/or links to third-party websites or other services that are not owned, controlled or operated by Triton (collectively, "**Third-Party Services**"), including services operated by advertisers, licensors, licensees, e-commerce partners and certain other third parties who may have business relationships with Triton. This may include the ability to register or sign in to our Services using Facebook Connect or other third party tools, and to post content on third party sites and services using their plug-ins made available via our Online Services. We may also host our content, apps and tools on Third-Party Services. Triton may have no control over the content, operations, policies, terms, or other elements of Third-Party Services, and Triton does not assume any obligation to review any Third-Party Services. Triton does not necessarily endorse, approve, or sponsor any Third-Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Triton is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Services. Some Third-Party Services may impose fees for access to their resources through our Online Services and/or your account and you are responsible for all such fees. Finally, as permitted by applicable law, we will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Services. Triton disclaims all liability in connection therewith, as permitted by applicable law.

#### **4. Termination and Survival**

We may terminate or suspend your access to the Online Services, in whole or in part, immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability and arbitration and class action waivers.

## **5. Indemnification**

As permitted by applicable law, you agree to defend, indemnify and hold harmless Cypress Creek Renewables, and its suppliers, licensees and licensors, and their employees, contractors, agents, officers and directors, and each of the successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Online Services, or b) a breach of these Terms.

## **6. Limitation of Liability**

As permitted by applicable law, in no event shall any of the Triton Parties be liable to you for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Online Services; (ii) any conduct or content of any third party on or in connection with the Online Services; (iii) any Content obtained from the Online Services; and/or (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose, as permitted under applicable law.

## **7. Disclaimer**

As permitted by applicable law, your use of the Online Services is at your sole risk, the Online Services are provided on an "AS IS" and "AS AVAILABLE" basis, and the Online Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, as permitted under applicable law.

The Triton Parties do not warrant that a) the Online Services will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Online Services are free of viruses or other harmful components; or d) the results of using the Online Services will meet your requirements.

## **8. Dispute Resolution**

Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Triton agree that we intend that this Section satisfies the "writing" requirement. This Section can only be amended by mutual agreement. You can opt-out of this Section by providing us written notice thereof within five (5) business days of your first use of the Online Services addressed to Triton.

### **A. First - Try to Resolve Disputes and Excluded Disputes.**

If any controversy, allegation, or claim arises out of or relates to or in connection with Triton' Privacy Policy or the Online Services including without limitation, the content, these Terms, or any Additional Terms, and offers made on and transactions and communications conducted through the Online Services, including our service providers activities in connection with the Online Services (collectively, "Dispute"), or to any of Triton' actual or alleged intellectual property rights (an "Excluded Dispute"), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section.

### **B. Binding Arbitration.**

If we cannot resolve a Dispute as set forth in this Section(or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice

### **C. No Class Action Matters and Jury Waiver.**

Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party.

## **11. Contact Us**

If you have any questions about these Terms, please contact us at:

Email: [info@tritons.group](mailto:info@tritons.group)