

TERMS AND CONDITIONS FOR USE OF DEFACTOR WEBSITE

IMPORTANT LEGAL NOTICE:

This legal notice applies to the entire contents of the Website under the domain name <https://signup.defactor.com> and/or <https://launch.defactor.com/> (collectively, the "Website") and to any correspondence by e-mail between you and us. Please read these terms ("Terms") carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by Lanzo Ops Services (the "Company"), an Irish company with its registered office at Dogpatch Labs, CHQ Building, Dublin 1, Dublin, Ireland.

1. INTRODUCTION

1.1 You may access public areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.

1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.

1.3 The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

1.4 Membership of the Website is at the sole discretion of the Company and shall be strictly subject to compliance with the Terms.

2. LICENSE

2.1 You are permitted to print and download extracts from the Website on the following basis:

- (a) no documents or related graphics on the Website are modified in any way;
- (b) no graphics on the Website are used separately from the corresponding text; and
- (c) the Company's copyright and trademark notices and this permission notice appear in all copies.

2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with Section 2.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

2.3 Subject to Section 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2.4 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

3.1 While the Company endeavors to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

4. VISITOR MATERIAL AND CONDUCT

4.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licenses and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of Section 4.2 or Section 4.3.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

5.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

(a) you do not remove, distort or otherwise alter the size or appearance of the Company logo;

(b) you do not create a frame or any other browser or border environment around the Website;

(c) you do not in any way imply that the Company is endorsing any products or services other than its own;

(d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;

(e) you do not otherwise use any Company trademarks displayed on the Website without express written permission from the Company;

(f) you do not link from a website that is not owned by you; and

(g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 The Company expressly reserves the right to revoke the right granted in Section 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of Section 5.2.

6. REGISTRATION

6.1 Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2 Responsibility for the security of any passwords issued rests with you.

7. DISCLAIMER

7.1 While the Company endeavors to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, or to the procedures and products described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

7.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website.

8. LIABILITY

The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

9. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with the provisions of the Participant Agreement.

10. PRIVACY POLICY / DATA PROTECTION

We respect your privacy and are committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or that you may provide when you visit the Website and our practices for collecting, using, maintaining, protecting and disclosing that information. Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time (see Changes to our Privacy Policy). Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

9.1. This policy applies to information we collect on the Website, in e-mail, text and other electronic messages between you and the Website, through mobile and desktop applications you download from this Website, which provide dedicated non-browser-based interaction between you and this Website and when you interact with our advertising and applications on third-party websites and services.

This policy does not apply to information collected by us offline or through any other means, including on any other website operated by the Company or any third party (including our affiliates and subsidiaries) including through any application or content (including advertising) that may link to or be accessible from or on the Website.

9.2. Information We Collect About You and How We Collect It. We collect several types of information from and about users of our Website, including information:

- by which you may be personally identified, such as name, postal address, e-mail address or telephone number ("personal information");
- that is about you but individually does not identify you; and/or
- about your Internet connection, the equipment you use to access our Website and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses and information collected through cookies and other tracking technologies.
- From third parties, for example, our business partners.
- From records and copies of your correspondence, if you contact us.
- Details of transactions you carry out through our Website, including your financial information.

9.3. Usage Details, IP Addresses Cookies and Other Technologies. As you navigate through and interact with our Website, we may automatically collect certain information about your equipment, browsing actions and patterns, including: details of your visits to our Website, including traffic data, location data, logs and other communication data and the resources that you access and use on the Website. The information we collect automatically is statistical data, and does not identify any individual. The technologies we use for this automatic data collection may include:

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices about How We Use and Disclose Your Information.
- Third-party Advertiser Use of Cookies.

Some advertisements on the Website are served by third-party advertisers, ad networks and ad servers. These third parties may use cookies to collect information about our users. This may include information about users' behavior on this and other websites to serve them interested-based (behavioral) advertising. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement, you should contact the responsible advertiser directly. For information about how you can opt out of receiving targeted advertising from many providers, see Choices About How We Use and Disclose Your Information.

9.4. How We Use Your Information. We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.

- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- For any other purpose with your consent.

9.5. Disclosure of Your Information. We may disclose aggregated information about our users, and information that does not identify any individual, without restriction. We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Lanzo's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by Lanzo about our Website users is among the assets transferred.
- To third parties to market their products or services to you if you have consented to/not opted out of these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them. For more information, see Choices About How We Use and Disclose Your Information.
- For any other purpose disclosed by us when you provide the information.

We may also disclose your personal information:

- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Lanzo, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

9.6. Choices About How We Use and Disclose Your Information. We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- Tracking Technologies and Advertising. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please

note that some parts of this site may then be inaccessible or not function properly.

- **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by checking the relevant box located on the form on which we collect your data. You can also always opt-out by logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an e-mail stating your request to info@defactor.com.
- **Promotional Offers from the Company.** If you do not wish to have your e-mail address/contact information used by the Company to promote our own or third parties' products or services, you can opt-out by checking the relevant box located on the form on which we collect your data or at any other time by logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an e-mail stating your request to info@defactor.com. If we have sent you a promotional e-mail, you may send us a return e-mail asking to be omitted from future e-mail distributions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by checking the relevant box located on the form on which we collect your data. You can also always adjust your user advertising preferences in your account profile by checking or unchecking the relevant boxes or by sending us an e-mail stating your request to info@defactor.com.

We do not control third parties' collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website.

9.7. Your California Privacy Rights. California Civil Code Section § 1798.83 permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to info@defactor.com.

9.8. Data Security. We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. All information you provide to us is stored on our secure servers behind firewalls. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. Unfortunately, the transmission of

information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

9.9. Changes to Our Privacy Policy. It is our policy to post any material changes we make to our privacy policy on the Website. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

9.10. Contact Information. To ask questions or comment about this privacy policy and our privacy practices, contact us at info@defactor.com