



STINA[™]

**Terms and Conditions
of Use Agreement**

for

www.Stinalnc.com

This Terms and Conditions of Use Agreement (“Agreement”) is a legal agreement between YOU, the user of this website, and STINA INC., a California Corporation (“STINA”), the owner and developer of this (the “Website”).

By viewing, using, registering, or contributing to the Website, you become a client (“Client”), and you agree to be bound by all of the terms and conditions set forth in this Agreement (“Terms”). These Terms are subject to change at any time without notice.

By using this Website, you agree that you have read, understand, and agree to be bound and abide by these terms, just as if you had signed this agreement. The current version of these terms, which supersedes all previous versions, is available at www.Stinalnc.com.

IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT USE THIS WEBSITE.

1. **Services Provided.** This Website provides visitors the opportunity to view information and materials, including software tools and programs. As used in this Agreement, “Services” includes the ability to view all information and materials on the Website, including software and programs, whether provided by STINA, the owner of the Website, you the Client, or a third-party contributor to the Website. The Services provided are strictly limited to *viewing*. As detailed in this Agreement, nothing grants you any right or license to copy, publish, display, data-harvest, or otherwise commercialize the Services.

By registering and using the Website and its Services, you understand and agree that basic information concerning you will be published on the Website for others to view, along with your user identification.

2. ***Limitations of Liability and Indemnification.*** By using or accessing any Services, you agree that in no event will the Website, its owner, its contributor(s), STINA, their respective officers, employees, agents, affiliates, licensees, or web hosting service be liable for any direct, indirect, incidental, punitive, actual, special, exemplary, consequential, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if the above individuals have been advised of the possibility of such damages, or such damages were reasonably foreseeable, or the above individuals were grossly negligent.

Your sole remedy for any breach or default of this Agreement against such individuals shall be a return of any fees paid to them, the sum of which may be zero dollars. In no event will the collective liability of the above individuals, including their subsidiaries, affiliates, licensors, successors, service providers, content providers, employees, agents, officers, or directors, regardless of the form of action (whether in contract, tort, or otherwise) exceed these fees paid to them, if any, for the applicable service out of which such alleged liability arose.

You agree to indemnify, and to defend and hold harmless, the above individuals for any and all losses, costs, liabilities, and expenses, including but not limited to court costs, legal fees, attorney fees, awards, or settlements, relating to or arising out of your use of the Website, including any breach by you of this Agreement, to the greatest extent permitted by law.

3. ***Your Responsibility for Use of the Website.*** You understand and agree that you are solely responsible for your actions, decisions, contributions (if any), and use of the Services on the Website. The Services, including opinions, advice, statements, information, or comments on them, should not be relied upon as professional guidance or advice; the opinion of STINA, the owner of the Website, or a contributor; or as fact.
4. ***Access to Website Services.*** By using, accessing, or registering to use the Services on the Website, STINA will provide you access to view Website Services, including information and material posted by STINA and third-party contributors. Notwithstanding registration, certain areas of the Website will remain restricted to you. STINA may further restrict or revoke your access at

any time, in its sole discretion, without notice.

5. **Contributions to the Website.** By using, accessing, or registering to use the Services on the Website, you may be given the opportunity to contribute or display content to the Website, including audio, video, text, images, data, or other material or information. By contributing or displaying such content, you grant STINA a perpetual, worldwide, irrevocable, royalty-free, sub- licensable license to use, reproduce, adapt, publish, translate, and otherwise distribute such content in any and all forms. STINA, or the owner of the Website, reserves the right to remove such content from the Website at any time, without notice, in its sole discretion.

You remain solely responsible for any activities or contributions that take place under your account, password, or likeness. If you become aware of any unauthorized use of your account, password, or likeness, or any other breach of security, please immediately contact Info@Stinalnc.com. It is your responsibility to maintain the confidentiality of your account and password.

6. **Right to Monitor.** The Website, its owner, and STINA may, but are not obligated, to monitor all material posted on the Website. They retain the right to review, vet, revise, and/ or remove any material deemed by them to be inappropriate or inaccurate. They also retain the right to terminate the account, prohibit the access, and prevent the contribution or comments, of any user or visitor to the Website, including you, without prior notice and without any right of refund, set-off, or hearing.
7. **Confidentiality.** Please review the Website's privacy policy at www.Stinalnc.com. Consistently with that policy, the following information will not be kept confidential: (A) basic biographical information that you post with your user ID; (B) any information that you post for others to see; (C) correspondence or copy posted for others to see; (D) evidence of your breach of this Agreement; and (E) evidence of your harassment of any individual. In such cases, any privacy or confidentiality clauses contained in this Agreement or the relevant privacy policy are null and void.

Additionally, the Website, its owner, and STINA will release personal identifying information, and any other information, if any of them reasonably believe that such a release is appropriate to comply with applicable law, to enforce any contract or agreement, to protect the rights, property, or safety of users or customers, in response to a governmental authority request or legal process, or

for purposes of fraud protection. So in addition to the *Limitations of Liability and Indemnification* contained in Section Two, you further waive all right and agree to hold the Website, its owner, STINA, and their employees, officers, directors, employees, agents, and assigns harmless from any claims resulting from any action taken by them, individually or collectively, as a result of such a release of information, as well as any actions taken as a consequence of investigations by them or law enforcement authorities.

8. **Ownership, Copyrights, Trademarks, Licenses.** You acknowledge and agree that STINA owns and retains all proprietary and intellectual property rights to the Website, its Services, as well as all trademarks, copyrights, data, trade secrets, concepts, software, programs, and anything else contained thereon. The only exception is any contribution to the Website provided by you or a third-party, which was created by you or the third-party, to which STINA holds a license pursuant to this Agreement (i.e. Sections 5, & 9(D)).

Neither this Agreement, nor use of the Website, provides any agreement or license of any kind to you, other than the limited license to view the Website's Services, which may be revoked at any time, without notice, in the sole discretion of STINA or the owner of the Website.

No right, title, or license to the Website, its content or Services, nor any proprietary or intellectual property on the Website, is provided, transferred, or otherwise assigned to you without the express written permission of STINA. You agree to not modify, rent, lease, loan, sell, distribute, or create derivative works based on such items, in whole or in part, without the express written permission of STINA or the owner of the proprietary or intellectual property. Trademarks, service marks, logos, and copyrighted or copyrightable material on the Website always remain property of STINA INC. or their respective owner or contributor.

9. **Client's Contribution & Client's Warranties.** By using the Website, whether by viewing its Services or contributing to it, you, on behalf of yourself and any party on whose behalf you enter this Agreement, hereby represent, warrant, and agree that:

(A) you are authorized to view, use, or contribute to the Website;

(B) your contribution to the Website, if any, does not infringe or otherwise violate any rights, including intellectual property rights, of any other party;

(C) your contribution to the Website, if any, is accurate to the best of your information and belief, following a reasonable and good faith investigation as to its accuracy;

(D) by contributing to the Website, you grant STINA and/or the owner of the Website, the perpetual license described in the above Section 5, including a perpetual license to post the contribution on the Website and include it within the Services available to all Website visitors and clients as described in this Agreement and its amendments;

(E) you shall not copy, publish, transcribe, or otherwise publicly display any Services, material, or information appearing on the Website, in any medium;

(F) you shall not sell, license, rent, or otherwise commercialize any Services, material, or information appearing on the Website, in any form;

(G) you shall not utilize any Services, material, or information appearing on the Website contrary to applicable laws or regulations, or in a manner that intentionally or foreseeably or actually causes harm to the Website, its owner, STINA, any contributor to the Website, or any third party;

(H) you shall not engage in any data mining, data harvesting, data extraction, or any similar activity in regard to any Services, material, information, or anything else on the Website; and

(I) you shall not use any Services, material, information, or anything else on the Website, including contact information, for advertising, marketing, solicitation, or other similar activities.

10. **No Warranties.**

THE USE OF THE WEBSITE, ITS SERVICES, MATERIAL, INFORMATION, AND ANYTHING ELSE ON THE WEBSITE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

STINA, AND THE OWNER OF THE WEBSITE, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. MORE RECYCLING, AND THE OWNER OF THE WEBSITE, MAKE NO WARRANTY THAT

WEBSITE, ITS SERVICES, MATERIAL, INFORMATION, AND ANYTHING ELSE ON THE WEBSITE (1) WILL MEET YOUR OR ANY THIRD- PARTY'S REQUIREMENTS OR EXPECTATIONS; (2) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) ARE OR WILL REMAIN ACCURATE; OR (4) ANY ERRORS WILL BE FOUND OR CORRECTED.

11. **No Waiver.** No waiver of compliance with any provision or condition of this Agreement shall be effective without a written instrument executed by the party against whom such waiver of consent is to be enforced. STINA's failure to strictly enforce any term or provision of this Agreement shall not be construed as consent to further or continuing waivers of such term or provision, nor any other term or provision.
12. **Certification.** You certify that you are at least 18 years of age, and that your answers to any registration materials for the Website will be truthful. If entering this Agreement on behalf of an entity (i.e. a corporation or organization), you warrant that the entity is in good standing.
13. **Amendment & Modification.** This Agreement may be amended and modified by STINA or the owner of the Website, in their sole discretion, upon thirty days' notice, which shall be delivered and deemed effective upon posting the amendment or modification on the Website.
14. **Governing Law and Venue.** Subject to the dispute resolution procedures below, this Agreement shall be governed and construed in accordance with the laws of California. The parties agree that for matters requiring court process, the Superior Court of California, Sonoma County, shall maintain sole jurisdiction to hear any disputes arising from this Agreement, or for federal matters, the US District Court, Northern District of California, San Francisco.
15. **Dispute Resolution.** The parties agree that they shall endeavor to settle any dispute that arises under this Agreement by mediation, administered by the American Arbitration Association in accordance with its then-current rules for mediation. The mediation shall be conducted in Sonoma County, California. The cost of mediation shall be shared equally by the parties.

Failing mediation, the parties agree that any controversy or claim arising out of or

relating to this Agreement, or its breach, shall be resolved by binding arbitration in Sonoma County, California, administered by the American Arbitration Association in accordance with its then-current Commercial Arbitration Rules. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, punitive damages, injunctive relief, rescission, restitution, costs, and attorney's fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect.

16. **Time To File.** The parties agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website, its Services, or this Agreement must be filed within one (1) year after such claim or cause of action or arose, or else be forever barred.
17. **No Presumption Against Drafter.** The parties agree that there shall be no presumption against either of them for any purpose on the basis that one party or its counsel drafted or edited this Agreement. The parties expressly waive their rights under California Civil Code Section 1654, which says that the language of a contract should be interpreted most strongly against the party who caused an ambiguity or uncertainty in a contract to exist.
18. **Severability.** If any party of this Agreement is held to be invalid, illegal, or otherwise unenforceable, then that provision shall be severed from this Agreement, and no other portion shall be affected.
19. **Entire Agreement.** This Agreement contains the full, final, and exclusive understanding between the parties. This Agreement replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to its subject matter.
20. **Authority.** If you are entering this Agreement on behalf of a corporation, company, government, organization, or other entity, you authorize that you have the power to enter this Agreement on their behalf, and hereby bind the entity to the terms of this Agreement.

21. **Execution of Agreement.** You further understand and agree that by using this Website, you agree that you have read, understand and agree to these terms, and that by doing so, you enter this Agreement and agree to be bound by its terms, just as if you had signed the agreement.