

Terms and Conditions

We welcome you to ERC Now and thank you for your interest in these Terms and Conditions (these "Terms"). These Terms apply between you, the User of this website (www.ERCNow.com and Ignition Point Media ("ERC Now", "we", "us" or "our") the operator(s) of this website.

Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of our website. If you do not agree to be bound by these Terms, you should stop using our website immediately.

1. Information provided on our website

- 1.1. The information contained and accessed on our website is provided by ERC Now for general guidance and is intended to offer the user general information of interest solely to provide general guidance on matters of interest for the personal use of the reader, who accepts full responsibility for its use.
- 1.2. The information provided is not intended to replace or serve as substitute for any professional advice, consultation, or service.
- 1.3. ERC Now does not accept any liability or guarantee for the topicality, correctness and completeness of the information provided on our website.
- 1.4. ERC Now reserves the right to change, supplement or delete parts of the pages or the entire website without separate announcement or to discontinue the publication temporarily or permanently.
- 1.5. All data is published conscientiously but without guarantee. Errors in the content will be corrected immediately upon being brought to our attention. All rights, including those of reprinting extracts, photomechanical reproduction, and translation, are reserved and require the written consent of ERC Now. Unauthorized use, even of extracts, will be prosecuted.
- 1.6. Liability claims against ERC Now, which refer to material or non-material damages, which have been caused by the use or non-use of the information provided or by the use of incorrect and incomplete information, are fundamentally excluded, provided that there is no demonstrable intentional or grossly negligent fault on the part of ERC Now.

2. Privacy

- 2.1. For the purposes of applicable data protection legislation, ERC Now will process any Personal Information you have provided to us in accordance with our Privacy Policy.
- 2.2. You agree that, if you have provided ERC Now with Personal Information relating to a third party:
 - 2.2.1. you have in place all necessary appropriate consents and notices to enable lawful transfer such Personal Information to ERC Now; and
 - 2.2.2. that you have brought to the attention of any such third party our Privacy Policy.
- 2.3. You agree to indemnify ERC Now in relation to all and any liabilities, penalties, fines, awards, or costs arising from your non-compliance with these requirements.

3. Acceptable Use

- 3.1. You agree not to use our website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use our website or Services in any way that could damage our website, Services, or general business of ERC Now.
- 3.2. You further agree not to use our website or Services:
 - 3.2.1. to harass, abuse, or threaten others or otherwise violate any person's legal rights.
 - 3.2.2. to violate any of our intellectual property rights or any third party.
 - 3.2.3. to upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
 - 3.2.4. to perpetrate any fraud.
 - 3.2.5. to publish or distribute any obscene or defamatory material.
 - 3.2.6. to publish or distribute any material that incites violence, hate, or discrimination towards any group.

3.2.7. to unlawfully gather information about others.

4. Compliance and Complaints

- 4.1. We do not have any obligation to censor or review any of your Submissions, to censor or review any Third-Party Content, or to monitor use of our website. However, you agree that we may, without notice or liability, disclose to third parties any of your information or your Submissions; monitor use of our website; and monitor, review, and retain your Submissions if we believe in good faith that such activity is reasonably necessary to provide our website to users, monitor adherence to or enforce these Terms, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect us or others.
- 4.2. If we receive a complaint relating to your use of our website, you acknowledge and agree that we may, in our sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend, or terminate any service involved, and/or remove your Submissions from our servers.

5. Disclaimers

- 5.1. ERC Now makes no warranty or representation that our website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
- 5.2. No part of our website is intended to constitute advice and the Content of our website should not be relied upon when making any decisions or taking any action of any kind.
- 5.3. By clicking submit you are expressing written consent to share your information with ERC Now and authorized third parties, to contact you via telephone calls or text messages, including for marketing purposes, using an automatic telephone dialing system or an artificial or pre-recorded voice to the phone number(s) you have provided. You understand that you are providing this consent to receive such telephone calls even if your telephone number(s) is currently listed on any federal, state, local, internal, or corporate Do-Not-Call («DNC») Lists.

6. Intellectual Property

- 6.1. All Content included on our website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of ERC Now, our affiliates or other relevant third parties. By continuing to use our website you acknowledge that such material is protected by applicable United States and International intellectual property and other relevant laws.
- 6.2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from our website unless otherwise indicated on our website or unless given express written permission to do so by ERC Now.

7. Availability of our website

- 7.1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality.
- 7.2. ERC Now accepts no liability for any disruption or non-availability of our website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

8. Termination

We may, in our sole discretion, suspend, restrict or terminate your use of our website, effective at any time, without notice to you, for any reason, including because the operation or efficiency of our website or our or any third party's equipment or network is impaired by your use of our website; we have received a third party complaint which relates to your use or misuse of our

website; or you have been or are in breach of any term or condition of these Terms. We will have no responsibility to notify any third party, including any third-party providers of services, merchandise, or information, of any suspension, restriction, or termination of your access to our website.

9. Limitation of Liability

- 9.1. To the maximum extent permitted by law, ERC Now accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special, or exemplary damages arising from the use of our website, or any information contained therein. Users should be aware that they use our website and its Content at their own risk.
- 9.2. Nothing in these Terms excludes or restricts ERC Now's liability for death or personal injury resulting from any negligence or fraud on the part of ERC Now.

10. No Waiver

In the event that any party to these Terms fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

11. Spam Policy

You are strictly prohibited from using our website or any of our Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

12. Relationship

You agree that no joint venture, partnership, fiduciary, employment, or agency relationship exists between us and you as a result of these Terms or use of our website.

13. Reverse engineering and security

You agree not to undertake any of the following actions:

- 13.1. Reverse engineer or attempt to reverse engineer or disassemble any code or software from or on our website or Services.
- 13.2. Violate the security of our website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference to any host, user, or network.

14. Previous Terms and Conditions

In the event of any conflict between these Terms and any prior versions thereof, the provisions of these Terms shall prevail unless it is expressly stated otherwise.

15. Severance

Every effort has been made to ensure that these Terms adhere strictly with the relevant provisions of the UCC. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining terms and conditions.

16. Law and Jurisdiction

These Terms and the relationship between you and ERC Now shall be governed by and construed in accordance with the Law of the State of Washington and ERC Now and you agree to submit to the exclusive jurisdiction of the County Courts.