

Terms of Service

Effective Date: October 15, 2020

Welcome to the website of Project Ceed ("we", "us" or "CEED"), which provides a partner relationship management (PRM) platform allowing users to network, collaborate, exchange revenue opportunities with other businesses, and/or receive business opportunities. This website is located on the web via the domain www.projectceed.io and includes all of the files located in that domain ("this site").

Agreement to these Website Terms of Service

By accessing this site, you agree to be bound by these terms of service ("Terms of Service"). These Website Terms of Service constitute a binding agreement between you and CEED and govern your use of this site. The Privacy Policy is part of, and is subject to the provisions of, this Terms of Service. You will be deemed to have consented to both the Terms of Service and the terms of the Privacy Policy by using the Site in any way, even just browsing. We may also ask you to indicate your consent more formally by checking a box or otherwise taking an affirmative action.

IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH THE TERMS OF SERVICE OR THE PRIVACY POLICY PLEASE DO NOT USE THE WEBSITE.

Legal capacity to transact

If you are under 18 years of age, you cannot use the services provided by this site. By using this site you represent and warrant to CEED that you are over the age of 18 years. Should CEED suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from their parents or guardians.

Violations of these Website Terms of Service

Without limiting any other remedies available to CEED at law or in equity, CEED reserves the right to, without notice:

- temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide services to you if:
- you breach any provision of these Website Terms of Service;
- CEED is unable to verify or authenticate any information that you provide to us; or
- CEED believes that your actions may cause damage and/or legal liability to CEED, any of its customers or suppliers or any other person; and
- remove or block access to any information and/or materials (in whole or in part) that CEED, at its sole and absolute discretion, regards in any way to be objectionable or in

violation of any applicable law, any person's intellectual property rights or these Website Terms of Service.

Indemnity

You hereby agree to indemnify and hold harmless CEED and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- any material or information that you submit, post, transmit or otherwise make available through this site;
- your use of, or connection to, this site; or
- your negligence or misconduct, breach of these Website Terms of Service or violation of any law or the rights of any person.

Requirement for registration

CEED reserves the right to make any parts of this site accessible only to users who have registered.

Username and password

Upon registration with this site, you will enter a username and password to access your account. You agree that if you are issued a username and password in connection with access to or use of the Website, you are responsible for keeping such information secret and strictly confidential. You accept responsibility for all activities that occur under your username and/or password, including, without limitation, all communications, submissions or financial obligations. You agree that CEED will be entitled to assume that any person using this site with your username and password is you or your authorized representative. You are responsible for changing your password if you believe that your password or user name has been lost, stolen or might otherwise be misused. You agree to notify us immediately of any unauthorized use of your username or password, or if any other breach of security is suspected by you.

User information

In order to register an account with this site, you must agree to these Website Terms of Service and provide CEED with:

- a valid email address;
- accurate billing and contact information (including your street address and the name and telephone number of your authorized billing contact and administrator); and
- any other information that may be required by the Company during the registration process.

You must promptly update this information to maintain its accuracy at all times.

You represent and warrant to CEED that all information provided to CEED by you, including the information provided by you through our account registration module or entered into your account profile, is true and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.

Multiple accounts and automated account opening

One person may not maintain more than one account with this site. Accounts registered by "bots" or other automated methods are not permitted.

Content supplied by third parties

This site includes an online portal that allows third parties to advertise goods and/or services on this site and to upload information and other content directly to this site for our users to access. We do not act as agent for any such third parties and we take no responsibility, and assume no liability, for:

- any such content that is, or may reasonably be considered to be, abusive, harassing, harmful, obscene, indecent, inflammatory, violent, profane, racially, ethnically or otherwise objectionable, libelous, defamatory, deceptive, pornographic, sexually explicit, unlawful or plagiarized;
- any of the information supplied by such third parties (including opinions, ideas, suggestions, comments, observations, text, photographs, videos, data, music, sounds, chat messages, files or any other material); and/or
- any loss or damage that results from any dealings that you may have with such third parties.

Third party goods/services and websites

We do not recommend or endorse any third party goods or services that are listed, advertised or referred to in this site or the content of any third party websites. We are not responsible for the content of linked third party websites, websites framed within this site or third party advertisements and we do not make any representations, or provide any guarantees or warranties, regarding their content or accuracy. These links may unintentionally connect with websites containing information that some users may find inappropriate or offensive. Your use of any third party websites is at your own risk and subject to their respective terms and conditions of use.

User acknowledgements

You acknowledge that CEED does not:

- check the truth or currency of any of the material or information that third parties provide or make available through this site;
- control, endorse, approve or warrant to you the merchantability or fitness for any particular purpose of any of the goods or services of any third parties referred to in this

site or whose identities become known to you through this site, including suppliers of content that is published or made available in or through this site;

- offer professional advice on the quality or suitability of any goods, services or information supplied by any such third parties; or
- endorse or recommend any third party supplier or any third party goods or services, including where details of the relevant supplier are provided by CEED to you or otherwise become known to you through this site.

Role of CEED

The relevant supplier, and not CEED, is:

- the supplier of the goods and/or services that they offer to sell; and
- solely responsible for supplying third parties with those goods and/or services and for those goods/services themselves.

We do not act as agent for the supplier and we make no representation or warranty, and provide no guarantee, that the supplier will provide the goods and/or services that they offer through this site, or that those goods/services will meet any third party's expectations. You should satisfy yourself through your own inquiries as to the quality or suitability of any supplier listed on this site and any goods or services supplied, offered or recommended by or on behalf of a supplier.

Supplier's terms and conditions

Any creation or acceptance of a contract between you and another supplier will remain between you and the relevant supplier. CEED is not a party to that contract. That contract will be subject to relevant supplier's own terms and conditions. You will be responsible for investigating and reviewing the supplier's terms and conditions.

Trademarks

The look and feel of this site (including all button icons, scripts, custom graphics, and headers) are the trademarks, service marks and/or trade dress of CEED. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the prior written consent of CEED.

Copyright

In these Website Terms of Service, the term "Proprietary Content" means:

- this site;
- all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof); and

- all software, systems and other information owned or used by CEED in connection with the services offered through this site (whether hosted on the same server as this site or otherwise).

All Proprietary Content is the property of CEED or its licensors (as applicable) and is protected by the laws of the United States of America and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorized by these Website Terms of Service or with the prior written consent of CEED or other copyright owner (as applicable). You may download and print out content from this site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

User Content

In these Website Terms of Service, the term "User Content" means any and all content that is submitted, posted or otherwise added to this site by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback.

This site contains some features that enable you and other users to upload User Content. CEED reserves the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:

- represent and warranty to CEED that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
- grant to CEED a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at CEED's absolute discretion.

Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CEED AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE AND ANY SERVICES PURCHASED OR OBTAINED THROUGH THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This site is provided strictly on an "as is" basis. To the maximum extent permitted by law, CEED and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;

- anything on this site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up-to-date;
- the quality of any services, information or other material purchased or obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.

Limitation of liability

To the maximum extent permitted by law, CEED and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Service or the use of this site by you or any other person.

Remedies limited

To the maximum extent permitted by law, CEED and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at CEED's sole discretion):

- in the case of services:
- the supply of the services again; or
- the payment of the cost of having the services supplied again.

Release

You agree that your use of this site is at your own discretion and risk. You agree to release CEED and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Website Terms of Service or the use of this site by you or any other person. CEED may plead this release as a bar and complete defense to any claims or proceedings.

Force majeure

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Service, CEED excludes liability for any delay in performing any of its obligations under these Website Terms of Service where such delay is caused by circumstances

beyond the reasonable control of CEED, and CEED shall be entitled to a reasonable extension of time for the performance of such obligations.

Notifications

CEED may provide any notification for the purposes of these Website Terms of Service by email, or by posting clear notices on this site.

Costs

Except as specifically provided in these Website Terms of Service, each party must bear its own legal, accounting and other costs associated with these Website Terms of Service.

Assignment

You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Service without CEED's prior written consent. CEED may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Service at any time without notice to you.

No waiver

Waiver of any power or right under these Website Terms of Service must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by CEED to act with respect to a breach by you or others does not waive CEED's right to act with respect to that breach or any subsequent or similar breaches.

Severability

The provisions of these Website Terms of Service are severable and, if any provision of these Website Terms of Service is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

Governing law and jurisdiction

These Website Terms of Service will be governed in all respects by the laws of Maryland. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Maryland and the courts of appeal from them.

Prohibited conduct

YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;

- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this site by any automated means;
- use this site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve, scrape, or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with this site;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
- reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of CEED's intellectual property rights in this site;
- use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to CEED without CEED's prior written consent; or
- use this site to transmit any information or material that is, or may reasonably be considered to be:
 - abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
 - libelous, defamatory, pornographic, sexually explicit, unlawful or plagiarized;
 - infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
 - in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
 - in breach of any person's privacy or publicity rights;

- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring CEED or any of its staff into disrepute

If you would like more information, please contact us at: info@projectceed.io.

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