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information and materials in violation of the export laws of the United States or any other country. If you access the Site from a location outside of the United States, you are responsible for compliance with all applicable laws.

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### **1. ACCEPTANCE OF TERMS OF USE FOR THIS Web Site**

1.1 YOU MUST READ THESE FLORIDA BARGE CORP Web Site TERMS OF USE (“TERMS”) CAREFULLY.

FLORIDA BARGE CORP AND ITS AFFILIATES (“FLORIDA BARGE CORP”) PROVIDE THIS Web Site TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY “YOU”), SUBJECT TO THESE TERMS. THESE TERMS ARE ENTERED INTO BY AND BETWEEN FLORIDA BARGE CORP AND YOU, AND YOU ACCEPT THEM BY: (a) PLACING AN ORDER THROUGH THIS Web Site; (b) USING THE Web Site IN ANY OTHER MANNER; AND/OR (c) ACKNOWLEDGING AGREEMENT WITH THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS Web Site.

1.2 This Web Site (“Web Site”) includes without limitation: FLORIDA BARGE CORP.org and all related web sites and other on-line services accessible via the Web Site (collectively the “Services”); (b) information such as technical, contractual, product, program, pricing, marketing, and other valuable information (“Information”); and (c) content such as data, text, software, music, sound, photographs, graphics, video, messages, or other materials (“Content”). FLORIDA BARGE CORP controls and operates its Web Sites from various locations and makes no representation that this Web Site is appropriate or available for use in all locations. FLORIDA BARGE CORP products and services may not be available in your location, and

deliverables may vary among locations. If you are using the Web Site on behalf of your employer, you represent and warrant that you are authorized to accept these Terms on your employer's behalf, and that your employer agrees to indemnify you and FLORIDA BARGE CORP for violations of these Terms. In addition to the Terms and unless otherwise noted, the standard FLORIDA BARGE CORP terms and conditions of sale in your jurisdiction govern purchases you make through the Web Site, unless you have in effect a separate valid written purchase or license agreement with FLORIDA BARGE CORP for that product or service, in which case that separate agreement governs, and in cases of conflict, prevails.

## **2. YOUR OBLIGATIONS AND CONDUCT**

2.1 Certain sections of this Web Site may require you to register. If registration is requested, you agree to provide FLORIDA BARGE CORP with accurate and complete registration information. It is your responsibility to inform Provider of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page. The provider does not permit a) anyone other than you to use the sections requiring registration by using your name or password; or b) access through a single name being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify Provider immediately by emailing [info@elykinnovation.com](mailto:info@elykinnovation.com). In consideration of your use of the Web Site, you agree to: (a) provide accurate, current, and complete information about you as may be prompted by a registration form on the Web Site (the "Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any information you provide to FLORIDA BARGE CORP, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to information and Registration Data. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Web Site.

2.2 You are entirely responsible for all Content that you upload, post or otherwise transmit via the Web Site. You agree not to upload, post or otherwise transmit via the Web Site Content that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to FLORIDA BARGE CORP or other users of the Web Site; (b) includes unauthorized disclosure of personal information; (c) violates or infringes anyone's intellectual property rights; or (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. FLORIDA BARGE CORP reserves the right to edit or remove Content that violates these Terms or that contains third-party commercial advertisements.

2.3 You agree that you will not use the Web Site to: (a) transmit spam, bulk or unsolicited communications; (b) pretend to be FLORIDA BARGE CORP or someone else, or spoof FLORIDA BARGE CORP's or someone else's identity; (c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Content transmitted through the Services; (d) misrepresent your affiliation with a person or entity; (e) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Web Site; (f) engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or site, operating an illegal lottery or gambling operation, stalking, or making threats

of harm; or (g) collect or store personal data about other users unless specifically authorized by such users.

### **3. CONFIDENTIALITY OF FLORIDA BARGE CORP INFORMATION**

3.1 You may obtain direct access via the Web Site to certain confidential information of FLORIDA BARGE CORP and its suppliers, including without limitation technical, contractual, product, program, pricing, marketing, and other valuable information that should reasonably be understood as confidential ("Confidential Information"). You must hold Confidential Information in strict confidence. Title to Confidential Information remains with FLORIDA BARGE CORP and its suppliers.

3.2 Your obligations regarding Confidential Information expire five (5) years after the date of disclosure. Upon termination of the Terms or FLORIDA BARGE CORP's written request, you must cease use of Confidential Information and return or destroy it.

3.3 The Terms impose no obligation upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) You possessed prior to your receipt from FLORIDA BARGE CORP, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) You obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) You independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to FLORIDA BARGE CORP adequate to afford FLORIDA BARGE CORP the opportunity to object to the disclosure.

### **4. CONTENT SUBMITTED TO FLORIDA BARGE CORP**

4.1 FLORIDA BARGE CORP does not claim ownership of the Content you place on the Web Site and shall have no obligation of any kind with respect to such Content. Unless otherwise stated herein, or in FLORIDA BARGE CORP's Privacy Policy, any Content you provide in connection with this Web Site shall be deemed to be provided on a nonconfidential basis. FLORIDA BARGE CORP shall be free to use or disseminate such Content on an unrestricted basis for any purpose, and you grant FLORIDA BARGE CORP and all other users of the Web Site an irrevocable, worldwide, royalty-free, nonexclusive license to use, reproduce, modify, distribute, transmit, display, perform, adapt, resell, and publish such Content (including in digital form). You represent and warrant that you have proper authorization for the worldwide transfer and processing among FLORIDA BARGE CORP, its affiliates, and third-party providers of any information that you may provide on the Web Site.

4.2 You shall not distribute on or through this Web Site any content or material containing any advertising, promotion, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organization without the express written permission of the Provider. Notwithstanding the foregoing, in any interactive areas of this Web Site, where appropriate you a) may list along with your name, address and email address, your own web site's URL and b) may recommend third party Web sites, goods or services so long as you have no financial interest in and receive no direct or indirect benefit from such recommended Web Site, product or service or its recommendation. In no event may any person or entity solicit anyone with data retrieved from this Web Site.

4.3 You shall not post, publish, upload or distribute any messages, data, information, text, graphics, links or other material ("Postings") which is unlawful or abusive in any way, including but not limited to any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, either intentionally or unintentionally. Provider may delete your Posting at any time for any reason without permission from you.

4.4 Your Postings shall be accompanied by your real name and shall not be posted anonymously. Participants in interactive areas shall not misrepresent their identity or their affiliation with any person or entity.

4.5 FLORIDA BARGE CORP has no obligation, nor does it intend to edit, monitor, or screen Postings and is not responsible for the content in such Postings or any content linked to or from such Postings. Notwithstanding the foregoing Provider reserves the right to examine from time to time, some, all, or no interactive areas for adherence to the Terms of Use and to edit or remove any materials that may be objectionable or violate the Terms of Use

## **5. DELIVERY OF EMAIL**

FLORIDA BARGE CORP will attempt to deliver all the email that is addressed to your email address on FLORIDA BARGE CORP's Services. However, the nature of email is such that FLORIDA BARGE CORP cannot guarantee delivery of such email.

## **6. INDEMNITY**

You agree to indemnify, defend and hold harmless FLORIDA BARGE CORP and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, alliance members, other partners, employees and representatives from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, Your use of or connection to the Web Site (including any use by you on behalf of your employer), Your violation of the Terms, or your violation of any rights of another.

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## **11. DISCLAIMER OF WARRANTIES**

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11.3 YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE WEB SITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

## **12. LIMITATION OF LIABILITY**

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12.2 TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

## **13. FLORIDA BARGE CORP'S PRIVACY POLICY**

You consent to the collection, processing, and storage by FLORIDA BARGE CORP of your personal information in accordance with the terms of FLORIDA BARGE CORP's Privacy Policy. You agree to comply with all applicable laws and regulations, and the terms of FLORIDA BARGE CORP's Privacy Policy, with respect to any access, use and/or submission by you of any personal information in connection with this Web Site

## **14. GENERAL TERMS**

14.1 The Terms constitute the entire agreement between you and FLORIDA BARGE CORP relating to their subject matter and cancel and supersede any prior versions of the Terms. No modification to the Terms will be binding, unless in writing and signed by an authorized FLORIDA BARGE CORP representative. You must not assign or otherwise transfer the Terms, or any right granted hereunder. You also may be subject to additional terms and conditions that may apply when you use FLORIDA BARGE CORP or third-party products or services. FLORIDA BARGE CORP reserves the right to investigate complaints or reported violations of our Terms of Use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, email addresses, usage history, posted materials, IP addresses and traffic information.



14.2 You agree that any material breach of Sections 2, 3, 4, 6, and 10 of the Terms will result in irreparable harm to FLORIDA BARGE CORP for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, FLORIDA BARGE CORP will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if FLORIDA BARGE CORP seeks such an injunction. FLORIDA BARGE CORP reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address to this Web Site and any other Provider Web sites and their features.

14.3 Florida law and controlling U.S. federal law govern any action related to the Terms and/or your use of the Web Site. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Terms. You and FLORIDA BARGE CORP agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Duval, Florida, U.S.A.

14.4 Services, Content, and product derived or obtained from this Web Site may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, reexport, or import authorizations required by U.S. or your local laws; (b) not use Services, Content, or direct product from this Web Site to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Services, Content, or direct product from this Web Site to prohibited countries and entities identified in the U.S. export regulations.

14.5 Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms.

14.6 The Web Site may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may include statements regarding market expectations and opportunities, expectations about financials, research and development and strategies, statements concerning FLORIDA BARGE CORP's roadmaps, market share growth, and product and service development and introduction, and our continuous evaluation of the competitiveness of our product and service offerings. These forward-looking statements are just predictions and involve risks and uncertainties. Actual results may differ materially from results discussed in the forward-looking statements. Factors that may cause such a difference include risks related to adverse changes in general economic conditions, failure to reduce costs, lack of success in technical advancements, the timely development, production and acceptance of new products and services, and FLORIDA BARGE CORP's ability to compete in a highly competitive and rapidly changing marketplace.

14.7 Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.