

Terms of Use

Last Updated On: _____

These terms of use are entered into by and between you and Cursor Electronics, LLC (“**Company**,” “**we**,” “**our**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of, including any content, functionality, and services offered on or through <https://cursorpc.com> (our “**Website**”).

Please read the Terms of Use carefully before you start to use our Website. **BY USING OUR WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY NOTICE, FOUND AT CURSORPC.COM/PRIVACY-NOTICE, INCORPORATED HEREIN BY REFERENCE.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use our Website.

Minimum User Age

This Website is offered and available to users who are 18 or older. By using our Website, you represent and warrant that you meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use our Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of our Website thereafter.

Your continued use of our Website following the posting of revised Terms of Use means that you accept and agree to the changes. You must check this page frequently, so you are aware of any changes, as they are binding on you.

Accessing our Website and Account Security

We reserve the right to withdraw or amend our Website, and any service or material we provide on our Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to our Website.
- Ensuring that all people who access our Website through your internet connection are aware of these Terms of Use and comply with them.

To access our Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of our Website that all the information you provide on our Website is correct, current, and complete. You agree that all information you provide to register with our Website or otherwise, including, but not limited to, through the use of any interactive features on our Website, is governed by our Privacy Policy found at <https://cursorpc.com/privacy-notice>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to our Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Cursor PC SMS Messaging

- When users opt in to receive SMS messages from us, they may receive informational, transactional, and promotional messages related to our products and services.
- You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
- If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at support@cursorpc.com.
- Carriers are not liable for delayed or undelivered messages.
- As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
- If you have any questions regarding privacy, please read our privacy policy: cursorpc.com/privacy-policy.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use our Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of our Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.
- Access or use for any commercial purposes any part of our Website or any services or materials available through our Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of our Website in breach of the Terms of Use, your right to use our Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to our Website or any content on our Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of our Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks

without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on our Website are the trademarks of their respective owners.

Prohibited Uses

You may use our Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use our Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity, including, without limitation, by using email addresses associated with any of the foregoing.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Website, or which, as determined by us, may harm the Company or users of our Website, or expose them to liability.

Additionally, you agree not to:

- Use our Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of our Website, including their ability to engage in real time activities through our Website.
- Use any robot, spider, or other automatic device, process, or means to access our Website for any purpose, including monitoring or copying any of the material on our Website.
- Use any manual process to monitor or copy any of the material on our Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of our Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of our Website, the server on which our Website is stored, or any server, computer, or database connected to our Website.

- Attack our Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of our Website.

Reliance on Information Posted

The information presented on or through our Website is available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim any liability and responsibility for reliance placed on these materials by you, other visitors to our Website, or anyone who may be informed of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party.

Changes to our Website

We may update the content on our Website from time to time, but its content is not necessarily complete or up to date. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to our Website

All information we collect on our Website is subject to our Privacy Policy found at <https://cursorpc.com/privacy-notice>. By using our Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to our Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on our Website.
- Send emails or other communications with certain content, or links to certain content, on our Website.

- Display limited sections of content from our Website on your own websites or specific third-party websites, or make it appear as though they are displayed there.

These features are available for use exclusively as provided by us and strictly in relation to the content with which they are associated. Usage must also comply with any additional terms and conditions provided for these features. Subject to the foregoing, you must not:

- Establish a link from any website not owned by you.
- Display our Website or parts of it on another site, such as through framing, deep linking, or in-line linking.
- Link to any part of our Website other than the homepage.
- Otherwise take any action with respect to the materials on our Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from our Website

If our Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to our Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Use of Website Outside of the United States

We make no claims that our Website or any of its content is accessible or appropriate outside of the United States. Access to our Website may not be legal by certain people or in certain countries. If you access our Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or our Website will be free of viruses or other destructive code. You must implement procedures for anti-virus protection, ensure data accuracy, and maintain external backups for data

reconstruction. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES, OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OF USE OR YOUR USE OF OUR WEBSITE, INCLUDING, BUT NOT LIMITED TO, YOUR USER CONTRIBUTIONS, ANY USE OF OUR WEBSITE'S CONTENT, SERVICES, AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE, OR YOUR USE OF ANY INFORMATION OBTAINED FROM OUR WEBSITE.

Arbitration Agreement & Dispute Resolution

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Arbitration Agreement

Except for claims under the Telephone Consumer Protection Act, which are governed by the Federal Arbitration Act in all respects and must be resolved by binding arbitration, rather than in court, Company may, in its sole discretion, require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law. **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE PERSON OR ENTITY CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON OR ENTITY.** If this waiver of class or consolidated actions is found to be invalid or unenforceable, neither party will have the right to arbitration. Consequently, all claims and disputes will be adjudicated in court, on an individual basis, in accordance with the provisions outlined under Governing Law and Jurisdiction.

Arbitration Rules and Forum

To begin an arbitration proceeding, you must send an email to support@cursorpc.com, with a written copy addressed to Buckingham, Doolittle & Burroughs, 3800 Embassy Parkway, Suite 300, Akron, OH 44333, ATTN: Lucas Murray, requesting arbitration and describing your claim. The American Arbitration

Association (“AAA”) will conduct the arbitration using its rules, including the Supplementary Procedures for Consumer-Related Disputes. Find the AAA’s rules at www.adr.org or call 1-800-778-7879. Fees for filing, administration, and arbitration follow AAA’s rules. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Any arbitration will take place in Delaware County, Ohio.

Arbitrator Powers

The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and us. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and these Terms of Use. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding on you and us.

Governing Law and Jurisdiction

All matters relating to our Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), will be governed by the laws of the state of Ohio other than those relating to conflicts of laws.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or our Website not subject to arbitration as set forth herein must be litigated in the federal courts of the United States or the courts of the State of Ohio in each case located in Delaware County, Ohio and the parties consent to submit themselves to the jurisdiction and venue of that court.

Waiver of Jury Trial

YOU AND WE EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and we are instead electing to have claims and disputes resolved by arbitration. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Use as a court would. Arbitration does not involve a judge or jury, and court review of an arbitration award is limited. In any litigation between you and us over whether to vacate or enforce an arbitration award, you and we waive all rights to a jury trial and elect instead to have a judge resolve the dispute.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use will not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use, our Privacy Policy, our Device Usage Agreement located at cursorpc.com/device-usage-agreement, and any other policy or set of terms incorporated herein, constitute the sole and entire agreement between you and Cursor Electronics, LLC regarding our Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding our Website.

Your Comments and Concerns

This Website is operated by Cursor Electronics, LLC.

All feedback, comments, requests for technical support, and other communications relating to our Website should be directed to support@cursorpc.com.