

Last updated [9<sup>th</sup> May 2023]

## AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity and Knights Energy, concerning your access to and use of the Knights Energy Website. You agree that by accessing the Website, you have read, understood, and agree to be bound by all of these Terms and Conditions Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Website after the date such revised Terms are posted.

The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the website from other locations do so on their initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Application. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Website.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Knights Energy website is a proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Website and the trademarks, service marks, and logos contained therein are



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Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and to print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Website, Content, and Marks.

## USER REPRESENTATIONS

By using the Website, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not under the age of 13; (5) not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Website through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Website for any illegal or unauthorized purpose; and (8) your use of the Website will not violate any applicable law or regulation.

#### USER REGISTRATION

You may be required to register with the Website. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

#### PROHIBITED ACTIVITIES

You may not access or use the Website for any purpose other than that for which we make the Site available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.





As a user of the Website, you agree not to:

(1) Systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

(2) Make any unauthorized use of the Website, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails, or creating user accounts by automated means or under false pretenses.

(3) Use the Website to advertise or offer to sell goods and services.

(4) Circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website and/or the Content contained therein.

(5) Engage in unauthorized framing of or linking to the Website.

(6) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;

(7) Make improper use of our support services or submit false reports of abuse or misconduct.(8) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

(9) Interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website.

(10) Attempt to impersonate another user or person or use the username of another user.

(11) Sell or otherwise transfer your profile.

(12) Use any information obtained from the Website to harass, abuse, or harm another person.(13) Use the Website as part of any effort to compete with us or otherwise use the Website and/or the Content for any revenue-generating endeavor or commercial enterprise.

(14) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application.

(15) Attempt to bypass any measures of the Website designed to prevent or restrict access to the Application, or any portion of the Application.

(16) Delete the copyright or other proprietary rights notice from any Content.

(17) Copy or adapt the Application's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.





(18) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Application.

(19) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"),  $1 \times 1$  pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCM").

(20) Except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Application, or using or launching any unauthorized script or other software.

Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Application.

(21) Use the Website in a manner inconsistent with any applicable laws or regulations.

# GUIDELINES FOR REVIEWS

We may provide you with areas on the Website to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.





#### SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Website ("Submissions") provided by you to us are nonconfidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Application, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Website and any services provided on the Website or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Application, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. As an advertiser, you agree that such advertisements are subject to our Digital Millennium Copyright Act ("DMCA") Notice and Policy provisions as described below, and you understand and agree there will be no refund or other compensation for DMCA takedown-related issues. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

#### APP MANAGEMENT

We reserve the right, but not the obligation, to (1) monitor the Website for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Website in a manner designed to protect our rights and property and to facilitate the proper functioning of the Application.





### COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that according to federal law, you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

### TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Application. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON. INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, AT OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

#### MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Website at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our application. We also reserve the right to modify or discontinue all or part of the Website without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Application.





We cannot guarantee the Website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Application, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Website at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Website during any downtime or discontinuance of the Application. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Website or to supply any corrections, updates, or releases in connection therewith.

### CORRECTIONS

There may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to the Application, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website at any time, without prior notice.

## USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

