

# Terms and Conditions

**Effective: 6th October 2020**

This is an agreement ("Agreement") between you and PlotBox, the owner and operator of the PlotBox website (the website at <https://www.plotbox.io/>, hereafter the "Website"). This Agreement governs your use of the Website, including through a mobile application or mobile device, and other services offered through the website, including but not limited to contact forms (collectively, the "Services"). The PlotBox Privacy Policy is incorporated by reference into this Agreement and is available on the Website by clicking here.

*BY ACCESSING THE WEBSITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AND ALL OF PLOTBOX'S POLICIES AND GUIDELINES, WHICH ARE INCORPORATED BY REFERENCE.*

## **Eligibility**

Any person who wishes to access and use the Website and/or Services to research, investigate or purchase returnable container products and/or services, must accept the terms and conditions of this Agreement without change. The Website and Services are available only to, and may only be used by, individuals who are (i) 18 years and older; (ii) can form legally binding contracts either personally or on behalf of a legal business entity; and (iii) are not a competitor of PlotBox or are not using the Services to compete with PlotBox.

## **PlotBox's Role**

PlotBox operates the Website to provide online access to information about PlotBox and its products, services, and opportunities and to allow interested parties to request additional information. Any new features added to the Website will also be subject to these Terms of Use.

## **User Information**

You may have the ability to submit certain information to PlotBox through the Website and Services (collectively, "User Information"). You are solely responsible for the information that you submit or transmit to PlotBox. By submitting User Information you agree that PlotBox may use, copy, display and distribute such User Information for any purposes, commercial, advertising or otherwise. For example, by submitting User Information you expressly authorize PlotBox to contact you by phone, email and/or

physical mail and store such information in a database for future use in contacting you. By submitting User Information, you also represent and warrant (i) that you either own or have permission to submit the User Information; (ii) that no third party rights will be violated by such submission; (iii) and that you have the right to grant PlotBox the rights granted herein.

### **PlotBox Intellectual Property**

Except any third party content, PlotBox owns and retains all proprietary rights in the Website and the Services, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Website contains the copyrighted material, trademarks, and other proprietary information of PlotBox and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks or other intellectual property or proprietary information accessible on the Website or through the Service, without first obtaining the prior written consent of PlotBox or, if such property is not owned by PlotBox, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices. If PlotBox discovers that you are using any of PlotBox's or another's intellectual property in any inappropriate or unauthorized manner, PlotBox may terminate this Agreement and your ability to access the Website, with or without notice, and may pursue all available remedies for such intellectual property infringement.

### **Third Party Intellectual Property**

PlotBox respects the intellectual property rights of others. PlotBox will respond promptly to remove material that infringes another person's copyright or other intellectual property right once brought to PlotBox's attention. If you believe that your work has been copied or used on the Services or Website in a way that constitutes copyright or other intellectual property right infringement, please provide PlotBox's agent (designated below) with the following information: (i) a copy or description of the copyrighted work or other right that you claim has been infringed, including registration number if applicable; (ii) the location of where the infringing material is located; (iii) your contact information including telephone number, physical and email address; and (iv) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or other intellectual property right owner or authorized to act on its behalf.

Our designated agent to receive notices of claimed infringement is: [info@plotbox.io](mailto:info@plotbox.io)

## **Compliance with Applicable Laws and Policies**

Your use of the Website and Services, including all User Information, must comply with all applicable laws and regulations. You agree that PlotBox may access, preserve and disclose the User Information for any purpose including its own purposes; if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any User Information violates the rights of third parties; or (iv) protect the rights, property or personal safety of PlotBox or any other person. You also agree to comply with PlotBox's policies and terms and conditions that it publishes on its Website and through the Services.

## **Amendments to Agreement**

PlotBox may update this Agreement at its sole discretion. Your continued use of the Website or Services after any amendments to this Agreement constitutes your acceptance of the Agreement, including any amendments. If at any time you become no longer able to comply with the terms of the current version of this Agreement, you agree to notify PlotBox.

## **Website Modifications**

PlotBox reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or the Services (or any part thereof) with or without notice. You agree that PlotBox shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or Services. To protect the integrity of the Website or the Services, PlotBox reserves the right at any time in its sole discretion to block users from accessing the Website or Services.

## **Termination**

This Agreement is effective until terminated. You may terminate this Agreement by emailing us at [info@plotbox.io](mailto:info@plotbox.io). PlotBox may terminate this Agreement for any reason or for no reason, with or without notice to you. For example, if you breach this Agreement, if PlotBox learns that the Website is used for any unauthorized or inappropriate activity as determined by PlotBox, or if PlotBox discontinues the Services, PlotBox may suspend and/or terminate this Agreement with or without notice to you. After termination by you or PlotBox for any reason, all terms of this Agreement shall survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

## **Indemnification**

You agree to indemnify, defend, and hold harmless PlotBox, and its subsidiaries and other affiliates, and its and their respective officers, agents and employees, from any claim or demand by any third party arising out of your use of the Website or Services, including but not limited to, the submission of any User Information, your violation of any term of this Agreement, and your violation of any rights of another person or entity. You agree to cooperate fully with PlotBox in the defense of any claim. PlotBox reserves the right, at its expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the written consent of PlotBox.

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## **Limitation of Liability**

To the fullest extent allowed by applicable law, PlotBox and its members, directors, officers, employees, and agents are neither responsible nor liable for any direct,

indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or relating in any way to the Website or Services, User Information, or any information received or published in connection with any of the Website or Services. Your sole remedy for dissatisfaction with or any claim related to the Website or Services is to stop using the Website, Services and/or information obtained therefrom.

### **Miscellaneous**

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statutes of limitations, excluding the State's choice of law principles. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. PlotBox's failure to enforce any right or provision of this Agreement does not constitute a waiver of that right or provision.