



SERVICE TERMS AND CONDITIONS FOR THE CRONER COMPANY WEBSITE

Effective May 25, 2022

Welcome to The Croner Company's website. Croner provides this website and its content for use by visitors and clients for informational purposes as well as to deliver Services that pertain to employee compensation and related topics.

Individuals may interact with Croner across a range of Services, from seeking information available on or by request at our website up through use of Croner's hosted data portal solutions.

- For these *Terms & Conditions* we refer to any and all Services provided by Croner to clients and/or individuals as our "Services."
- Also, throughout these *Terms & Conditions* we refer to the individual user(s) to whom this policy is directed as "Site User(s)" or simply as "You."

Please read this document carefully. It contains very important information about your rights and obligations, as well as limitations and exclusions. If you do not wish to be bound by these terms and conditions, you may not access The Croner Company's Services.

USE OF CRONER SERVICES

You agree not to use Croner's website or the content therein for any unauthorized or illegal purpose. You will be responsible for ensuring that you do not violate any laws in your jurisdiction. You agree not to upload or transmit viruses, worms, malware or any other code that will damage or impair Croner's Services. You accept sole responsibility for all your activities using Croner's Services, including any content you transmit, submit, post or share on any of Croner's websites or similar environments.

In addition to all the above prohibitions, you agree that you will not knowingly use Croner's Services to:

- a. Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; or
- b. Spam or engage in unethical marketing, advertising or any other practice connected in any way to spam, including sending content or emails which do not comply with the CAN-SPAM Act of 2003.

Croner reserves the right to investigate any of your activity involving the use of Croner's Services.

INTELLECTUAL PROPERTY

Unless otherwise stated, all content is protected by the copyright laws of the United States in addition to foreign copyright laws and international conventions and treaties. All rights are reserved unless otherwise stated.

Personal Use License

Croner grants to you a non-exclusive, non-transferable and non-assignable personal license (without the right to sub-license) to use the company's online Services solely for informational and communication purposes, as well as to submit and receive content securely and in accordance with any contracted Croner Services agreements. Croner's online Services, including content available publicly as well as content secured and accessible only by

credentialed end users, may not be used or distributed to any additional persons, except as reasonably allowable in accordance with a signed Croner Services agreement.

Croner's online Services (including any elements thereof) shall not be copied, displayed, distributed, resold, transferred or otherwise provided to any other individuals or third parties. Likewise, the company's online Services (including any elements thereof) shall not be disclosed, decompiled, disassembled or otherwise reverse engineered.

Rights, Title and Interest

All rights, title and interest in and to Croner's online Services hereunder (including any elements thereof) are and shall remain the property of Croner. Croner reserves all rights in and to any and all Croner property not expressly granted to a Site User as part of a Croner Services agreement. This agreement does not grant to any Site User any rights or implied licenses other than those expressly granted herein.

ACCOUNTS AND PROFILES

In order to access some of Croner's Services, you must be set up with an account. Croner will only use information you supply in accordance with its Privacy Policy. You acknowledge and agree that any information supplied to Croner, including without limitation any payment information, may be used by Croner to supply Croner's Services. Credentialed Site Users are solely responsible for the security of their account and must protect their password. You are fully responsible for all activities that occur under your account and you agree not to permit anyone else to use your account.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, Croner, its officers, directors, employees and agents disclaim all warranties, express or implied, in connection with Croner's Services and your use thereof. In no event shall Croner, its officers, directors, employees or agents, be liable to you for any direct, indirect, incidental, special, punitive or consequential damages whatsoever resulting from any (i) errors, mistakes or inaccuracies therein; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of Croner's Services; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or other information stored therein; (iv) any interruption or cessation of transmission to or from Croner Services websites; (iv) any bugs, viruses, Trojan horses or the like which may be transmitted to or through Croner's Services; and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via Croner's Services. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Those who access or use Croner's Services from jurisdictions prohibiting such use do so at their own volition and are responsible for compliance with local law.

INDEMNITY

You agree to defend, indemnify and hold harmless Croner and its officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, costs or debt, liabilities and expenses (including but not limited to attorney's fees) arising from (i) your use of and access to Croner's Services; (ii) your violation of any term of these *Conditions of Use*; (iii) your violation of any third-party right, including without limitation any copyright, property or privacy right; or (iv) any claim that your content caused damage to a third party. This defense and indemnification obligation will survive these *Conditions of Use* and your use of Croner's Services.

FORCE MAJEURE

Croner shall not be liable, under any circumstances, for any delay, disruption or failure of Croner's Services directly or indirectly resulting from events beyond the control of Croner.

CHANGES TO CRONER'S TERMS & CONDITIONS

If we change our *Service Terms & Conditions*, we will post those changes on our website and update the modification date of this document. We encourage you to periodically review this page for the latest information on our terms & conditions of use before proceeding to use our Services.

HOW TO CONTACT US WITH QUESTIONS OR COMMENTS

If you have concerns regarding these *Terms & Conditions* you may email us at cronerwebsiteadmin@croner.com, call us at (415) 485-5530 or send written correspondence to:

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