

TERMS OF USE

Effective Date: December 1, 2023

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When using the Sites and Services, you represent, warrant, and agree that you will not:

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- engage in any conduct that restricts or inhibits any other user from using or enjoying the Sites;

- engage in any conduct that may constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;
- attempt to decompile, reverse engineer, disassemble or otherwise attempt to extract to discover the source code of the Sites or any part thereof, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation;
- resell any aspects of the Sites and Services to a third party;
- use the Sites in any manner that could damage, disable, overburden or impair the Sites or interfere with the proper functioning of the Sites, including making automated use of the Sites or take any action that Harbor Group International deems to impose or potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- impersonate Harbor Group International or any person or entity associated with Harbor Group International; or
- use another user's username and password without permission.

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If a court determines that any portion of these Terms of Use is illegal or unenforceable, then such portion will be construed in such a manner that would make the provision valid or enforceable. If it is not possible to construe the provision in such a manner that would make it valid or enforceable, then only the term or provision that make these Terms of Use unenforceable will be eliminated and the remaining Terms of Use will remain in force and effect. Any failure of Harbor Group International to act on or enforce any provision of these Terms of Use shall not be construed as a waiver of that provision or any other provisions of these Terms of Use.

Entire Agreement; Jurisdiction And Choice Of Law And Forum; Arbitration

These Terms of Use constitute your entire agreement with Harbor Group International regarding the Sites and any Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and Harbor Group International with respect to the Sites. These Terms of Use, the Sites, the Services, and any and all claims relating thereto are governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any principles of conflicts of law. You expressly and irrevocably agree that exclusive jurisdiction and venue for any claim or dispute with Harbor Group International, its employees, contractors, officers, directors, and content providers or in any way relating to or arising from to your use of the Sites and/or the Services resides in an appropriate federal or state court located in the City of Norfolk, Commonwealth of Virginia, and you further irrevocably agree and expressly and irrevocably consent to the exercise of personal jurisdiction in those courts over any action brought relating to these Terms of Use, the Sites, or the Services.

You agree that if any dispute should arise between you and Harbor Group International related to or arising from your use of the Sites and/or Services, you will bring your claim on an individual basis and you hereby waive your right to pursue any claim in a class action. Regardless of any statute or law to the contrary, you must commence any cause of action you may have with respect to your use of the Sites and/or Services within one (1) year after the claim or cause of action arises.

You agree that Harbor Group International, at its sole discretion, may require you to submit any disputes related to or arising from the use of the Sites, the Services, and/or these Terms of Use concerning or including any disputes related to, arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as

disputes about filling gaps in this contract or its adaptability to newly arisen circumstances to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth herein. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

Submissions

You agree to provide true, accurate, current and complete information about yourself if and when you elect to provide personal information to us. You also agree to maintain and promptly update any such information to keep it accurate. Other than personal information, which is addressed under our Privacy Policy, any and all comments, suggestions, ideas, graphics, or other information that you transmit or post to the Sites becomes and will remain the property of Harbor Group International and may be used by Harbor Group International anywhere, anytime and for any reason whatsoever. Except as may be provided in the Privacy Policy, any information or materials submitted to Harbor Group International will be treated as non-confidential and non-proprietary, and Harbor Group International will not have any obligation to use or evaluate any information we receive from you. Harbor Group International will not have to pay you or anyone else for using any ideas or other materials that you may transmit to or post on the Sites.

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The Sites provide links to other websites operated by other entities ("Linked Sites") that we think might be of interest to our users. These links are provided strictly for convenience. Please note that when you click on one of these links and go to any Linked Sites, you are moving to another provider's website. Such Linked Sites are not under the control of Harbor Group International, and Harbor Group International is not responsible for the contents or the proper operation of any Linked Sites, including without limitation, any link contained in Linked Sites, or any changes or updates to Linked Sites. The inclusion of any link does not imply endorsement by Harbor Group International or any association with its operators. Harbor Group International cannot control the activities of any such provider once a user leaves the Sites, and you acknowledge and agree that use of Linked Sites is strictly at your own risk. We encourage you to read the terms and privacy statements of the Linked Sites as their policies may differ from ours.

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Certain areas of the Sites or Services may only be accessible to you if you have a username

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Security

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As part of your use of our Services, you consent to receive electronic notifications from Harbor Group International. You may opt-out of receiving certain notifications in association with the Sites and Services by completing the opt-out process provided in each email message. By opting-out, you understand that we may not be able to communicate certain information to you. Please note we may still contact you regarding certain services, announcements, or notifications even if you have opted-out from other messages.

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- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activities and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material.
- Contact information for the notifying party, including name, address, telephone number, and email address.
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- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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