

KARTHOST LLC ("KARTHOST") IS WILLING TO GRANT YOU RIGHTS TO ESTABLISH AN ACCOUNT AND TO USE THE SERVICES PROVIDED BY THIS SITE "NETWORKTEXAS.BIZ" ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON "I ACCEPT", YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY OR PERSON, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY OR PERSON TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY OR PERSON, THEN KARTHOST IS UNWILLING TO GRANT YOU RIGHTS TO ESTABLISH AN ACCOUNT AND TO USE THE SERVICES PROVIDED BY THIS SITE.

## **LISTING AGREEMENT**

Effective Date: June 4, 2021

To review material modifications and their effective dates scroll to the bottom of the page.

1. **Parties.** The parties to this legal Agreement are you, and the owner of this networktexas.biz website business, KartHost. If you are not acting on behalf of yourself as an individual, then "you", "your", and "yourself" means your company or organization or the person you are representing. All references to "we", "us", "our", "this website" or "this site" shall be construed to mean this networktexas.biz website business and KartHost.
2. **Agreement.** The legal Agreement between you and KartHost consists of this LISTING AGREEMENT and our Privacy Policy which are incorporated herein and accessible on this site's home page. If there is any conflict between this LISTING AGREEMENT and the Terms of Use, this LISTING AGREEMENT shall take precedence.
3. **Modification of Agreement.** We reserve the right to modify this Agreement at any time by posting an amended Agreement that is always accessible through a link on this site's home page and/or by giving you prior notice of a modification. You should check this Agreement periodically for modifications by scrolling to the bottom of this page for a listing of material modifications and their effective dates. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF AN AMENDED AGREEMENT OR PROVIDING YOU NOTICE OF A MODIFICATION WILL CONSTITUTE BINDING ACCEPTANCE.
4. **Subscription Eligibility.** Subscriptions are not available to minors under the age of 18 years of age and any user that has been suspended or removed from the system, content that contains profanity; sexual content; overly graphic, disturbing or offensive material; vulgar or abusive language; hate speech, defamatory comments,

or offensive language targeting any specific demographic; personal attacks of any kind; spam; scam, deceptive, pay-day loans, bail bond, promotions by non-small businesses, listing added by agencies, or businesses located outside the state of Texas..

5. Subscription Services. Subscription services include access to the NetworkTexas.biz Business Directory and Events online service for the purpose of promoting Mom & Pop Businesses in the State of Texas with either a free or paid listing ("Services"). We reserve the right to update and modify the Services from time to time.

6. Subscription Use and Restrictions. Subject to the terms and conditions of this Agreement, our Terms of Use, and our Privacy Policy, you may access and use this site's Services, but only for your own internal purposes. All rights not expressly granted in this Agreement are reserved by us and our licensors.

6.1 You will be granted authorized login protocols for the Services, and you agree not to use the Services in excess of your authorized login protocols. You agree not to access (or attempt to access) this site by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site.

6.2 You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the site, its Services or content; (ii) modify or make derivative works based upon the site, its Services or content; (iii) "frame" or "mirror" any site, its Services or content on any other server or Internet-enabled device; or (iv) reverse engineer, decompile, or disassemble the Services or their enabling software for any purpose.

6.3 You are not authorized to use our Services or servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable. The designation of any such materials is entirely at our sole discretion.

7. Ownership. The material provided on this site and via our Services is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property rights in this material are owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

8. Confidentiality. You acknowledge our claim that the Services and this site embody logic, design, and coding methodology, which constitute valuable confidential information that is proprietary to us and our licensors ("Confidential Information and Trade Secrets"). You agree (i) to not use or disclose the non-public information regarding the Services except as expressly provided herein, and (ii) to safeguard the right to access the Services and the Site, using the same standard of care which you use for its similar confidential materials, but in no event less than reasonable care.

9. Your Rights Under The Defend Trade Secrets Act of 2016. Nothing in this Agreement is intended to prohibit you from exercising your rights under the United States Defending Trade Secrets Act of 2016. You have the right to disclose our Confidential Information and Trade Secrets in each of the following circumstances without incurring criminal or civil liability. You may disclose our Confidential Information and Trade Secrets: (i) in confidence to a federal, state or local government entity, or to an attorney, solely for the purpose of reporting a suspected violation of law or in an investigation of a suspected violation of law, or in a legal proceeding under seal, and (ii) you may disclose our Confidential Information and Trade Secrets in a complaint or other document filed in a lawsuit or other proceeding provided that the filing is made under seal. This includes a lawsuit you may file for retaliation by us for your reporting a suspected violation of law to a government entity. You may not otherwise disclose any Confidential Information of Trade Secret except pursuant to a court order.

10. Termination. You agree that we may terminate your account and access to the Services for cause without prior notice, upon the occurrence of any one of the following: (i) any material breach of this Agreement, including without limitation any failure to pay fees as they become due or any unauthorized use of the site or Services, or (ii) requests by law enforcement or other government agencies. Termination of your account includes (i) removal of access to all Services, and (ii) deletion of your login data, password, and all related information. Further, you agree that all terminations shall be made in our sole discretion, and that we will not be liable to you or any third-party for any termination of your account or access to Services. If we elect to terminate this Agreement for cause, we may elect, in our sole discretion, not to refund any prepaid fees or other amounts to you.

11. Your Account-Related Responsibilities. You are responsible for maintaining the confidentiality of your login ID, password, and any additional information that we may provide regarding accessing your account. If you knowingly share your login ID and password with another person who is not authorized to use the Services, this Agreement is subject to termination for cause. You agree to immediately notify us of any unauthorized use of your login ID, password, or account or any other breach of security.

12. Subscription Fees. Initially, subscription services are offered free of charge. However, we reserve the right to charge subscription fees upon notice to you in the future. If you elect to pay subscription fees, fees may be by credit card online at this site, or by any other method approved by us. Fees are non-refundable, unless expressly provided otherwise on this site or in this Agreement. If for any reason we are unable to charge your credit card with the full amount of the fees, or if we are charged back for any fee previously charged to your credit card, you agree that we may pursue all available remedies to enforce the payment obligation, including without limitation, suspension or termination of your subscription license.

13. Technical Support. We shall answer questions by email and telephone during our normal business hours. Packages will be available should you need help adding your listing..

14. **Warranty Disclaimers.** EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES, CONTENT, AND/OR PRODUCTS ON THIS SITE ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR SEPARATE AGREEMENT ORIGINATING FROM THIS SITE, THIS SITE AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS SITE OR PRODUCTS, SERVICES AND/OR CONTENT ACQUIRED FROM THIS SITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS SITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NO PURCHASE OR USE OF THE ITEMS OFFERED BY THIS SITE IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. **Limitation of Liability.** IN NO EVENT SHALL EITHER party's AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU, IF ANY, IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH party's LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **Export Control.** This site provides Services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations

of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site and Services shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

17. **Registration Data.** Registration is required for you to establish an account at this site. You agree (i) to provide certain current, complete, and accurate information about you as prompted to do so by our online registration form ("Registration Data"), and (ii) to maintain and update such Registration Data as required to keep such information current, complete and accurate. You warrant that your Registration Data is and will continue to be accurate and current, and that you are authorized to provide such Registration Data. You authorize us to verify your Registration Data at any time. If any Registration Data that you provide is untrue, inaccurate, not current or incomplete, we retain the right, in its sole discretion, to suspend or terminate rights to use your account. Solely to enable us to use information you supply us internally, so that we are not violating any rights you might have in that information, you grant to us a nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised.

#### 18. Your Postings And Content.

18.1 If we provide you the opportunity to post or upload your content, we will not treat information that you post or upload as private, or confidential. We have no obligation to monitor posts to this site or to exercise any editorial control over such posts; however, we reserve the right to review such posts and to remove any material that, in our judgment, is not appropriate. Posting, transmitting, promoting, using, distributing or storing content that could subject us to any legal liability, whether in tort or otherwise, or that is in violation of any applicable law or regulation, or otherwise contrary to commonly accepted community standards, is prohibited, including without limitation information and material protected by copyright, trademark, trade secret, nondisclosure or confidentiality agreements, or other intellectual property rights, and material that is obscene, defamatory, constitutes a threat, or violates export control laws.

18.2 If we provide you the opportunity to post or upload your content, you retain all rights and ownership to your content. We make no claim of ownership to

your content; however, we do need certain rights (a license) to use your content to enable our Services. If you upload or submit your content, you grant to us and any of our affiliated entities a worldwide, perpetual, transferable, assignable, sublicensable, non-exclusive, irrevocable, fully-paid, royalty-free right and license (i) to use for any purpose, reproduce, modify, and create derivative works based on your content, and (ii) to host, publish, distribute, publicly display, publicly perform your content and derivative works in all methods and means of distribution and publication, now known or hereafter developed.

19. Defamation; Communications Decency Act Notice. This site is a provider of "interactive computer services" under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this site by third parties is limited as described therein. We are not responsible for content or any other information posted to this site by third parties. We neither warrant the accuracy of such postings or exercise any editorial control over such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings.

20. Monitoring. We reserve the right to monitor your access and use of this website without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible through the Privacy Policy link on this site's home page.

21. Security. You shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of your link to the Internet. We shall implement reasonable and adequate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from our failure to perform the foregoing obligations, you agree that we shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to us at the time. We will promptly report to you any unauthorized access to your data promptly upon discovery by us, and we will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in your data is required, you shall be solely responsible for any and all such notifications at your expense.

22. Notices. We may give notice to you by means of (i) a general notice in your account information, (ii) by electronic mail to your e-mail address on record in your Registration Data, or (iii) by written communication sent by first class mail or pre-paid post to your address on record in your Registration Data. Such notice shall be deemed to have been given upon the expiration of forty eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to us (such notice shall be deemed given when received by us) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to us as follows:

KartHost LLC, 14015 Park Drive, Ste 112, Tomball, Texas 77377, in either case, addressed to the attention of "President of the Company". Notices will not be effective unless sent in accordance with the above requirements.

23. **Arbitration.** By agreeing to arbitration, you understand and agree that you are waiving your rights to maintain other resolution processes, such as a court action or administrative proceeding, to settle your disputes. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Tomball, Texas, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Texas, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

24. **Jurisdiction and Venue; Applicable Law.** The courts of Harris County in the State of Texas, USA and the nearest U.S. District Court in the State of Texas shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this Agreement. The laws of the State of Texas, USA shall apply to all issues in dispute, excluding its rules regarding conflicts of law.

25. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

26. **Force Majeure.** We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

27. **Survival.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof.

28. **U.S. Government End-Users.** We provide the Web Services, including related software and technology, for ultimate federal government end use solely in

accordance with the following: Government technical data and software rights related to the Web Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. Unpublished-rights reserved under the copyright laws of the United States.

29. Enforceable To The Extent Miscellaneous Permitted By Law; Miscellaneous. The terms and conditions of this Agreement are enforceable to the extent permitted by law. This Agreement and our Privacy Policy constitute the entire understanding of the parties with respect to this site and merges all prior communications, representations, and agreements. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This license is written in English, and English is its controlling language. If you are located outside the U.S., then the following provisions shall apply: (i) Les parties aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui siy rattache, soient rediges en langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language."); and (ii) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use this site, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this agreement enforceable.

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Material Modifications Since June 4, 2021: none.