

Terms and Conditions

Last Revised on 10/16/2023

The following Terms and Conditions ("**Terms**") govern your use of and access to sites, content, applications, services, tools, and features (collectively referred to as the "**Services**") provided by Peak Nano ("**we**," "**us**," "**our**," or "**Peak**").

For the purposes of these Terms, "**you**" and "**your**" means you as the user of the Services.

1. ACCEPTANCE OF TERMS

By accessing and using our Services, you agree to be bound by these Terms and our Privacy Policy. IF YOU DO NOT AGREE TO ALL THESE TERMS, YOU ARE EXPRESSLY PROHIBITED FROM USING OUR SERVICES.

2. USER ACCOUNTS

To use certain portions of the Services, you need to create an account ("**Account**"). To create an Account, you will be required to provide certain information, including contact information. You agree to provide us with accurate, complete, and updated information for your Account. You can access, edit, and update your Account at any time. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your Account. You must immediately notify us at info@peaknano.com if you know or have any reason to suspect that your Account or password have been stolen, misappropriated, or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account. You agree not to create any Account if we have previously removed you, or we previously banned you from any of our Services, unless we provide written consent otherwise.

3. ELIGIBILITY TO USE THE SERVICES

The Services are intended for use by individuals 18 years of age and older. If you are under 18, you may use the Services only with the involvement and permission of a parent or guardian. Any violations of this provision may result in immediate termination of access to the Services.

4. INFORMATION PRIVACY

Peak is committed to maintaining the privacy and security of the information of all visitors to our Services. For more details about our data collection and usage practices, please review our Privacy Policy.

5. USER OBLIGATIONS

By using our Services, you represent and warrant that:

- All registration information you submit is truthful and accurate, and you will maintain the accuracy of such information.

- You have the legal capacity and agree to comply with these Terms.
- You will not access or use the Services for any illegal or unauthorized purpose.
- Your use of the Services will not violate any applicable law or regulation.

6. RIGHT TO USE THE SERVICES

Subject to your compliance with these Terms, we hereby grant you a non-assignable, non-sublicensable, non-transferable and non-exclusive right to access and use the Services solely for your personal and/or internal business purposes. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Peak, in its sole discretion, may elect to take.

7. PROHIBITED ACTIVITIES

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

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

- Download or otherwise retrieve or access content from the Services for the purposes of posting to or distributing such content via any webpage, blog, social media site, or other means, either online or offline.
- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services and/or the content contained therein.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Attempt to impersonate another user or person.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.

8. OWNERSHIP

The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information, and other materials (the “**Peak Materials**”), are protected under copyright, trademark, and other intellectual property laws. You agree that Peak and/or its licensors own all right, title, and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works. Except as expressly provided in these Terms, no express or implied license or right of any kind is granted to you regarding the Services, the Peak Materials, the Peak Marks (defined below), or any part thereof.

Peak’s name, the Peak mark, Peak’s logo and all related names, logos, product and service names, designs and slogans are trademarks of Peak or its licensors (the “**Peak Marks**”). Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

We welcome feedback, comments, and suggestions for improvements to the Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of Peak, and Peak may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Peak any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

9. THIRD-PARTY SERVICES AND MATERIALS

Certain Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party websites. By using the Services, you acknowledge and agree that Peak is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials, or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

10. NO WARRANTIES

THE SERVICES ARE PROVIDED BY PEAK ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

PEAK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANT ABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. PEAK MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES’ CONTENT OR THE CONTENT OF

ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES. PEAK DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, INCLUDING THROUGH ANY HYPERLINKED WEBSITE OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING. PEAK DOES NOT WARRANT THAT THE SERVICES, INCLUDING THIS WEBSITE AND ITS SERVERS, OR E-MAIL SENT FROM PEAK ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PEAK DOES NOT WARRANT THAT PRODUCT DESCRIPTIONS OR OTHER CONTENT OF THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL PEAK OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PEAK (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING THE SERVICES EXCEED \$5.00 OR THE COMPENSATION YOU PAID PEAK, WHICHEVER IS LESS.

CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

10. GOVERNING LAW

These Terms and your use of the Services are governed and construed in accordance with the laws of the state of Ohio, without regard to its conflict of law principles.

11. DISPUTE RESOLUTION

All disputes arising out of or relating to these Terms or your use of the Services will be resolved by binding arbitration under the rules then prevailing of the American Arbitration Association in Valley View, Ohio. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Notwithstanding the foregoing, Peak retains the right to seek injunctive or other equitable relief in, and you expressly consent and submit to the exclusive jurisdiction of, any state or federal court in the state of Ohio to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

12. MODIFICATIONS TO THESE TERMS

We may revise these Terms at any time and for any reason. The most current version will always be posted on our website.

THIS AGREEMENT IS SUBJECT TO CHANGE AT ANY TIME. BY CONTINUING TO USE THE SERVICES AFTER CHANGES HAVE BEEN MADE, YOU AGREE TO BE BOUND BY THE REVISED TERMS.

13. MISCELLANEOUS

Notwithstanding any of these terms and conditions, Peak reserves the right, without notice and in our sole discretion, to terminate your license to use the Services, and to block or prevent future access to and use of the Services.

These Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. These Terms may only be modified by us, at our sole discretion, in accordance with Section 12 (Modifications to these Terms) of these Terms.

When you access the Services or send e-mails to us, you are communicating with us electronically. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation shall be null and void. We may assign any or all our rights and obligations to others at any time.

If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

14. CONTACT US

If you have questions or concerns about these Terms, please contact us at:

By post: 7700 Hub Pkwy #6

Valley View, OH 44125

By e-mail: info@peaknano.com