

www.atlantechpartners.com

Terms of Use

Last Modified: 02/18/2021

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Atlantech Partners ("Atlantech," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of www.atlantechpartners.com, including any content, functionality, and services offered on or through www.atlantechpartners.com (the "Website").

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.atlantechpartners.com, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

Making all arrangements necessary for you to have access to the Website.

Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Atlantech, its licensors, or

other providers of such material and are protected by United States, Canadian, French and other international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

Modify copies of any materials from this site.

Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Atlantech. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Copyrights & Trademarks

The Atlantech Partners name, the terms "Atlantech Partners", the Atlantech Partners logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Atlantech or its affiliates or licensors. You must not use such marks without the prior written permission of Atlantech. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

To impersonate or attempt to impersonate Atlantech, a member of the Atlantech alliance, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Atlantech or users of the Website, or expose them to liability.

Additionally, you agree not to:

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Website.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a

link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

Link from your own or certain third-party websites to certain content on this Website.

Send emails or other communications with certain content, or links to certain content, on this Website.

Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

Establish a link from any website that is not owned by you.

Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.

Link to any part of the Website other than the homepage.

Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

No Relationship

THE INFORMATION PROVIDED IN OR THROUGH THE WEBSITE IS NOT AND SHALL NOT BE CONSIDERED AS THE RENDERING OF LEGAL ADVICE OR SERVICES AND MAY NOT BE RELIED UPON FOR THAT PURPOSE AND YOUR ACCESS TO, VIEWING OR OTHER USE OF THIS WEBSITE DOES NOT CREATE ANY RELATIONSHIP BETWEEN ATLANTECH AND YOU, INCLUDING WITHOUT LIMITATION ANY ATTORNEY CLIENT RELATIONSHIP. AN ATTORNEY-CLIENT RELATIONSHIP MAY ONLY BE CREATED AND LEGAL SERVICES MAY ONLY BE RENDERED PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN A RETAINER LETTER EXECUTED BY ATLANTECH AND EACH CLIENT.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER**

EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, AS WELL AS THE CONTENT OF ANY RESOURCE, NEWSLETTER OR OTHER PUBLICATION OR MATERIAL THAT YOU RECEIVE BY SIGNING UP THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE AND THE CONTENT OF ANY RESOURCE, NEWSLETTER OR OTHER PUBLICATION OR MATERIAL OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH ATLANTECH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, TIMELINESS, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR ANY OF ITS CONTENT.

ATLANTECH EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THIS WEBSITE, THIRD PARTY CONTENT ACCESSED THROUGH THIS WEBSITE OR ANY RESOURCE, NEWSLETTER OR OTHER PUBLICATION OR MATERIAL THAT YOU RECEIVE BY SIGNING UP THROUGH THIS WEBSITE AS WELL AS ANY RELIANCE UPON, THE STATEMENTS, REPRESENTATIONS OR INFORMATION IN THIS WEBSITE OR IN ANY SUCH RESOURCE, NEWSLETTER OR OTHER PUBLICATION OR MATERIAL THAT YOU RECEIVE BY SIGNING UP THROUGH THIS WEBSITE. IN ACCESSING OR RECEIVING THIS CONTENT, YOU EXPRESSLY ASSUME ALL RISKS ASSOCIATED THEREWITH AND EXPRESSLY WAIVE ALL CLAIMS OF ANY KIND AGAINST ATLANTECH OR ANY OF ITS MEMBERS THAT MAY ARISE, DIRECTLY OR INDIRECTLY, FROM SUCH ACCESS OR RECEIPT OR ANY ACTION YOU MAY TAKE OR FOREBEAR FROM TAKING AS A RESULT THEREOF.

No Solicitation

THE STATEMENTS AND REPRESENTATIONS SET FORTH IN THIS WEBSITE ARE NOT A SOLICITATION TO PROVIDE LEGAL SERVICES OF ANY KIND TO ANY PERSON OR ENTITY OR TO PROVIDE LEGAL SERVICES TO ANY PERSON OR ENTITY WHERE ATLANTECH ATTORNEYS ARE NOT AUTHORIZED TO PROVIDE SUCH SERVICES. THE STATEMENTS, REPRESENTATIONS AND OTHER INFORMATION PROVIDED THROUGH THIS WEBSITE IS FOR GENERAL EDUCATIONAL AND INFORMATIONAL PURPOSES AND IS NOT INTENDED TO BE A COMPLETE DESCRIPTION OF THE TERMS AND CONDITIONS, OR EXCLUSIONS, APPLICABLE TO ANY SERVICE OFFERED BY ATLANTECH.

ATLANTECH'S ATTORNEYS ARE AUTHORIZED TO PROVIDE LEGAL SERVICES IN VARIOUS JURISDICTIONS. PLEASE CONSULT THE ATTORNEY BIOGRAPHIES ON THE ATLANTECH PARTNERS PAGE OF THIS WEBSITE TO DETERMINE THE PARTICULAR JURISDICTIONS IN WHICH INDIVIDUAL ATLANTECH ATTORNEYS ARE LICENSED TO PRACTICE.

Email Communications

If you communicate with us through this Website or otherwise in connection with a matter for which we do not already represent you, your communication may not be treated as privileged or confidential and may be subject to disclosure in a legal proceeding or otherwise. Thus, you are cautioned not to disclose proprietary or confidential matters unless and until we have agreed to represent you through a duly executed retainer letter.

If you communicate with us by email in connection with a matter for which we already represent you, you are advised that email may not be secure and you should avoid sending sensitive or confidential email messages unless they are properly encrypted.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ATLANTECH, ITS MEMBERS, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Atlantech, its members, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees, including but not limited to reasonable attorneys' fees arising from or relating to your use of the Website or your acts or omissions relating to this Website, including but not limited to: (1) infringement or misappropriation of any intellectual property rights, (2) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, (3) spamming, or any other offensive, harassing or illegal conduct or violation of these Terms of Use, or (4) any damage or destruction to our Website, or to us, or to another person which is caused by or otherwise results from your acts and omissions.

Governing Law and Jurisdiction

If You are based in the US:

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the City of New York and County of New York, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

If you are based in Canada:

The Website and these Terms of Use will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada

applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of British Columbia or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms of Use will be instituted in the courts of the Province of British Columbia and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by Atlantech of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Atlantech to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Atlantech Partners regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This website is operated by Atlantech Partners.

All feedback, comments, and other communications relating to the Website should be directed to: info@atlantechpartners.com.

