

PROJC2™

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REGISTRATION

To access this Website or some of the resources offered on this Website, you may be asked to provide registration details. It is a condition of use of this Website that all the details you provide will be correct, current and complete. If ProjC2 believes the details are not correct, current or complete, ProjC2 has the right to refuse you access to the Website, or any of its resources, and to terminate or suspend your account.

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Any passwords used for this Website are for individual use only. You shall be responsible for the security of your password (if any) and should not share it with others. ProjC2 shall be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that ProjC2 considers insecure, ProjC2 will be entitled to require it to be changed and/or terminate your account. You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources or accounts. The use or distribution of tools designed for compromising security (for example, password guessing programs, cracking tools or network probing tools) are strictly prohibited. If you become involved in any violation of system security, ProjC2 reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

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MODIFICATION

The Website and the products, services and programs described in or offered by the Website may be changed, eliminated or updated without prior notice. We may also make changes to these Terms of Use and any Website-related policies, rules or guidelines at any time. Revised terms will be effective when posted to the Website unless otherwise provided by us in the revision. Your continued use of the Website after new Terms of Use or any revised policies, rules or guidelines are posted constitutes your agreement to abide by the revised terms.

WAIVER AND SEVERABILITY

No waiver by ProjC2 of any term or condition set forth 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 ProjC2 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.

GOVERNING LAW

ProjC2 is located in the State of Florida, USA. As such, the laws of the State of Florida govern these Terms of Use without giving effect to any principles of conflicts of laws that would allow for the law of any other jurisdiction to be applied. In the event of any dispute relating to the Website, you consent to the personal jurisdiction of courts (state and federal) sitting in the State of Florida, acknowledge that venue is only proper in the state or courts Florida, and waive any objection you may have in the future with respect to any of the foregoing. Any claim or action that any party may have arising from or related to use of the Website must be filed within one (1) year after the claim or cause of action arises. Any claim or action that any party may have arising from or related to use of the Website or any purchase made through the Website must be filed within 90 days after the claim or cause of action arises. Any claim or action not filed within such times will be forever barred.

Use of the Website is not authorized in any jurisdiction that does not give full effect to all provisions of these Terms of Use or the Privacy Policy, including, but not limited to, disclaimers and limitations of liability. In the event any provision of these Terms of Use or the Privacy Policy is determined to be invalid or unenforceable in any jurisdiction, the remaining terms shall continue in full force and effect in that jurisdiction, and a determination of invalidity or unenforceability in one jurisdiction shall not affect the Terms of Use or the Privacy Policy in any other jurisdiction.

DISPUTE RESOLUTION, INCLUDING ARBITRATION AND CLASS ACTION WAIVER

You and we agree that in the event of any dispute between us, you and we will first try to resolve the dispute by talking with each other. Accordingly, neither you nor we may start a formal proceeding for at least sixty (60) days after one of us notifies the other in writing of a dispute. You will send your notice to us at Project C2, LLC, 14557 Maxwell Court, Naples, Florida 34109, 917-991-3410; info@ProjectC2llc.com. We will notify you through the contact information you have provided to us. The notice must be sent by U.S. mail, Federal Express or UPS, with confirmation of delivery requested. However, we may provide notice by electronic means if you have not provided us with a postal address.

IF YOU AND WE ARE UNABLE TO RESOLVE OUR DISPUTE BY TALKING TO EACH OTHER, YOU AND WE EACH AGREE THAT WE WILL SUBMIT THE DISPUTE TO BINDING ARBITRATION. To the fullest extent permitted by law, any controversy or claim arising out of or relating to our relationship, these Terms of Use (including any dispute as to their breach, termination, enforcement, interpretation or validity), our Privacy Policy (including any dispute as to its breach, termination, enforcement, interpretation or validity), our Website and Content will be resolved exclusively by binding arbitration, in a venue and manner to be agreed upon by you and us. Arbitration is not a court proceeding. The rules of arbitration differ from

the rules of court and there is no judge or jury in an arbitration proceeding. YOU ARE HEREBY WAIVING YOUR RIGHT TO HAVE A JURY TRIAL OR TO GO TO COURT. You may, in arbitration, seek any and all remedies otherwise available to you where you reside, other than as waived in these Terms of Use. You have a right to hire an attorney to represent you in arbitration. The arbitration shall permit the discovery of relevant information that is not privileged or protected.

The arbitrator's decision shall be final and binding and may be enforced by any state or federal court that has jurisdiction; provided, however, that the arbitrator shall not have authority to make errors of law and any arbitration award may be challenged if the arbitrator does so. The arbitrator shall give a written statement of the disposition of each claim and the award shall provide a concise written statement of the essential findings and conclusions upon which it is based. You and we agree that the Federal Arbitration Act shall govern this agreement to arbitrate.

Notwithstanding the above, in lieu of initiating an arbitration, you may instead choose in your sole discretion to file an individual action in a small claims court. If you do so, we do not agree to pay any of your fees or costs. The class action waiver below remains effective, even if you elect to file in a small claims court.

You and ProjC2 agree not to join or consolidate claims in arbitration or in a legal action by or against the other. You and ProjC2 also agree that you and we will not be entitled to bring any claim as a representative member of a class or in a private attorney general capacity against the other, or against our service partners, officers, directors, agents, employees, affiliates or predecessors. YOU HEREBY WAIVE ANY RIGHT TO BRING A CLASS ACTION OR PRIVATE ATTORNEY GENERAL CLAIM. You and we retain our respective rights to make any complaint to regulatory agencies or governmental investigators. A court may sever any portion of this section that it may find to be unenforceable, except for the prohibition on class, representative or private attorney general proceedings. You understand and agree that the waivers of rights in this section, including the waivers of the rights to bring a lawsuit in court and to assert a class action, are knowing and voluntary.

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These Terms of Use and the Privacy Policy constitute the entire agreement between us and you with respect to the Website. No prior or current agreements or communications between the parties will have any effect as part of this agreement or as a separate continuing agreement.

CONTACTING US

You may contact us at the following email address: info@ProjectC2llc.com.

Effective January 1, 2022