

## Terms of Service

The following terms and conditions apply to all use of the unionmkc.com website operation and to all contents, services and products (integrated into the website) available on or through the website. Union MK (Union MK)'s website and payment are operated in accordance with the legal standards. This website does not modify any terms and conditions contained herein and any other operating rules, policies (including but not limited to Union MK's website privacy policy) and procedures that may be published therein from time to time. Provided with your consent. Union MK site (collectively, the "Agreement").

Please read this agreement carefully before accessing or using the website. By accessing or using any part of the Website, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to all of the terms of this agreement, you may not access the website or use the services. If these Terms are deemed an offer by Union MK, your acceptance is expressly limited to these Terms. The website is only provided to individuals 18 years of age or older.

Additional Terms of Service apply for trading accounts created by Union MK customers.

### Your unionmkc.com website account

If you create an account on the website, you are responsible for maintaining the security of your account, and you are solely responsible for all activity that occurs on your account and any other actions you take in connection with the website. You must immediately notify Union MK of any unauthorized use of your account or any other breach of security. Union MK shall not be liable for any acts or omissions, including damages of any kind, arising out of your acts or omissions.

### Provider Responsibilities

If you comment on a blog, post material on a website, post a link to a website, or provide (or allow a third party to provide) any material (such material, "Content") through the website, you are solely responsible for the content of such content and any damages resulting therefrom. This applies regardless of whether the Content constitutes text, graphics, audio files or computer software. By providing the Content, you represent and warrant that:

Downloading, copying and using the Content does not infringe any proprietary rights, including but not limited to, copyright, patent, trademark or trade secret rights of any third party.

If your employer has rights in the intellectual property you create, you (i) have received permission from your employer to publish or make available content, including but not limited to software, (ii) You have obtained a waiver from your employer that: all rights to the content;

You have taken all necessary steps to fully comply with the third party licenses relating to the Content and to successfully communicate the necessary terms to the end users.

The Content does not contain or install viruses, worms, malware, Trojan horses or other harmful or destructive content.

The content is not spam, is not machine or randomly generated, and is not intended to direct traffic to third-party sites, increase search engine rankings for third-party sites, or engage in additional illegal activities (e.g. phishing) or sources of material (e.g. spoofing). misleading the recipient about The content is not pornographic, does not promote intimidation or violence against any person or entity, nor does it infringe the privacy or publicity rights of any third party.

## Responsibilities of website visitors.

If you comment on a blog, post material on a website, post a link to a website, or provide (or allow a third party to provide) any material (such material, "Content") through the website, you are solely responsible for the content of such content and any damages resulting therefrom. This applies regardless of whether the Content constitutes text, graphics, audio files or computer software. By providing the Content, you represent and warrant that:

Downloading, copying and using the Content does not infringe any proprietary rights, including but not limited to, copyright, patent, trademark or trade secret rights of any third party.

If your employer has rights in the intellectual property you create, you (i) have received permission from your employer to publish or make available content, including but not limited to software, (ii) You have obtained a waiver from your employer that: all rights to the content;

You have taken all necessary steps to fully comply with the third party licenses relating to the Content and to successfully communicate the necessary terms to the end users.

The Content does not contain or install viruses, worms, malware, Trojan horses or other harmful or destructive content.

The content is not spam, is not machine or randomly generated, and is not intended to direct traffic to third-party sites, increase search engine rankings for third-party sites, or engage in additional illegal activities (e.g. phishing) or sources of material (e.g. spoofing). The content and conduct that misleads recipients about the content is not pornographic, does not promote intimidation or violence against any person or entity, and does not infringe the privacy or publicity rights of any third party.

## Content posted on other websites.

I have not and cannot review all materials, including computer software, provided through the websites and web pages to which unionmkc.com is linked and through links to unionmkc.com. Union MK has no control over these non-Union MK websites and web pages and is not responsible for their content or use. By linking to any non-Union MK website or webpage, Union MK does not represent or imply endorsement of such website or webpage. You are responsible for taking the necessary precautions to protect yourself and your computer systems from viruses, worms, Trojan horses and other harmful or destructive content. Union MK is not responsible for any damage caused by using non-Union MK websites and web pages.

## Copyright Infringement and DMCA Policy.

Union MK respects the intellectual property rights of others as we demand respect for the intellectual property rights of others. If you believe that any material located on or linked to unionmkc.com infringes your copyright, you are encouraged to report it to Union MK in accordance with Union MK's Digital Millennium Copyright Act ("DMCA") policy. Union MK will respond to all such notices, including where necessary or appropriate, by removing the infringing material or disabling all links to infringing material. Union MK will terminate a visitor's access and use of the website if, under appropriate circumstances, it determines that the visitor repeatedly infringes the copyright or other intellectual property rights of Union MK or others. In case of such termination,

## Intellectual Property.

This Agreement does not transfer from Union MK to you any intellectual property rights of Union MK or any third party, and all right, title and interest in and to such property remains with Union MK only (between the parties). Union MK, the unionmkc.com logo and all other trademarks, service marks, graphics and logos used in connection with unionmkc.com or the website are trademarks or registered trademarks of Union MK or its licensors. . Other trademarks, service marks, graphics and logos used in connection with the website may be trademarks of other third parties. Your use of the website does not grant you any right or license to reproduce or use Union MK or any third party trademarks.

## Change.

Union MK reserves the right to modify or replace any part of this Agreement in its sole discretion. It is your responsibility to periodically check for changes to this Agreement. Your continued use or access to the Website after posting of changes to this Agreement constitutes acceptance of those changes. Union MK may also provide new services and/or features through its website in the future (including the release of new tools and resources). These new features and/or services are subject to the terms of this Agreement.

End.

Union MK may immediately terminate your access to all or part of the website at any time with or without prior notice. If you wish to terminate this Agreement or your unionmks.com account (if any), simply stop using the website.

Limitation of Liability..

In no event shall Union MK, its suppliers or its licensors, under contract, negligence, strict liability, or any other legal or equitable theory, be liable for any of the following with respect to the subject matter of this Agreement: (i) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (ii) procurement costs for substitute products or services; (iii) interruption of use or loss or damage of data, or (iv) any amount in excess of any fees paid by you to Union MK under this Agreement during the twelve (12) months prior to the cause of action. Union MK shall not be liable for any failure or delay due to any cause beyond its reasonable control. THE FOREGOING DOES NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

GENERAL REPRESENTATIONS AND WARRANTIES.

You agree that (i) your use of the Website will comply with the Union MK Website Privacy Policy, this Agreement and all applicable laws and regulations (including but not limited to the local laws or regulations of your country, state), city or other governmental territories, including all applicable laws relating to transfers of technical data exported from the United States or the country of residence in connection with online conduct and permitted content) and (ii) your use of the Website is prohibited. It does not infringe or misappropriate any third party intellectual property rights.

Guarantee.

You agree to indemnify and hold harmless Union MK, its contractors, licensors, their respective directors, officers, employees and agents from all claims and expenses (including attorneys' fees) arising out of your use of the website, including but not limited to your breach of this Agreement.

Etc.

This Agreement constitutes the entire agreement between Union MK and you regarding the terms of this Agreement and may only be modified by a written amendment or posting of a modified version of Union MK signed by an authorized officer of Union MK. Except as otherwise provided by applicable law, this Agreement, all access to or use of the Website shall be governed by the laws of the Republic of Vanuatu except as appropriate for conflicts and disputes of legal provisions. Anything arising out of or relating to this shall be the courts of the Republic of Vanuatu. Except for claims for injunctive or equitable relief, or claims for intellectual property rights (which may be brought in any court of competent jurisdiction without posting a claim), all disputes arising under this Agreement shall be resolved by the three The arbitrator is ultimately a member of Judicial Arbitration and Arbitration Services, Inc. ("JAMS")'s Comprehensive Arbitration Rules. The arbitration shall be conducted in the Republic of Vanuatu in the English language and the arbitration award may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is invalid or unenforceable, that part will be construed to reflect the original intent of the parties, and the remaining part will remain in full force and effect. Neither party waives a waiver of any term or breach of this Agreement, or any subsequent breach of such condition or breach. You may assign your rights under this Agreement to any party who agrees to and agrees to be bound by the terms of the Agreement. Union MK may assign its rights under this Agreement without conditions. This Agreement is binding on and in effect for the benefit of the parties, their successors and permitted assigns.