



Terms and Conditions

Agreement between User and Prokurio LLC

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www.prokurio.com is an E-Commerce Site.

www.prokurio.com provides services for estimating, budgeting and monitoring intellectual service costs, collectively the "**Services**".

Privacy

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Confidential Information

During the free trial and subscription period, and for five years thereafter, Company will treat the contents of this Agreement and any commercial and technical information which they receive through the business relationship established hereunder as confidential, not to disclose such contents to any third party other than provided for in this Agreement, and not to use such contents for any purpose other than performing the Services. Confidential information will only be passed to third parties commissioned by Company and will be limited to the extent necessary and appropriate for the purpose of performing the Services. This confidentiality provision shall not apply to information which is or becomes available in the public domain without a breach of law or which is known to the receiving party hereto or which is disclosed by third parties.

Electronic Communications

Visiting www.prokurio.com or sending emails to Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Company is not responsible for third party access to your account that results from theft or misappropriation of your account.



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Children Under Eighteen

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You may cancel your subscription at any time through the subscription manager on the site. After cancellation, you will continue to have access to the Site until the expiration of the then-current billing period. All client data will be deleted 30 days after account expiration. Upon cancellation, any prepaid subscription fees will be refunded on a prorated basis, within 30 days of cancellation.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Company content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Company or our licensors except as expressly authorized by these Terms.

International Users

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Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this



arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Liability Disclaimer

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Termination/Access Restriction

Company reserves the right, in its sole discretion, to terminate your access to the Site and the related Services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware, and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.



You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of the Site. Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Company with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Company reserves the right, in its sole discretion, to change the Terms under which www.prokurio.com is offered. The most current version of the Terms will supersede all previous versions. Company encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Company welcomes your questions or comments regarding the Terms:

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Lewes, Delaware 19958

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Effective as of October 1, 2022