#### Introduction

MODPROS Elevator Inc, including any of its subsidiaries (hereinafter referred to as "MODPROS") offers a wide range of digital enabled services through our products, maintenance service capabilities, websites, applications, and social media pages (our "Services"). BY USING OUR SERVICES YOU AGREE TO THE MODPROS TERMS OF USE BELOW. PLEASE READ THEM CAREFULLY.

These Terms of Use shall govern to the extent that you have not otherwise entered into an application specific agreement with MODPROS that includes terms superseding, contradicting, expanding or limiting these Terms of Use. In addition to these Terms of Use you shall abide by any policies or requirements made available to you in conjunction with the Services and all applicable local laws and regulations.

# Limited License

Through these Terms of Use, MODPROS grants you a non-exclusive, non-transferable, personal, limited right to access and use the Services and attendant materials on your personal computing device or as otherwise agreed. This authorization is not a transfer of title to the Services or attendant materials and is subject to the following restrictions: (1) you must not misuse or misappropriate any intellectual property and you shall respect copyrights and other proprietary notices; (2) you may not modify the Services in any way or reproduce or publicly display, perform or distribute or otherwise use the Services or attendant materials for any public or commercial purpose, unless specifically agreed in a separate writing; (3) you may not decompile, decipher, disassemble, reverse engineer or otherwise attempt to access source code of the Services or any content file, or other work; (4) you may not distribute, publish, rent, lease, lend, transfer, sublicense, disclose or otherwise provide the Services to any third party; and (5) you may not modify or create derivative works of the Service either in whole or in part.

# Reservation of Rights and Ownership

MODPROS or its suppliers own all right, title and interest, including all intellectual property rights, in and to the Services and attendant materials and reserve all right, title and interest, including all intellectual property rights, in and to the Services and attendant materials and including all rights not expressly granted to you. The Services and all contents of this site are protected by copyright and other intellectual property laws and treaties.

### Disclaimer

Information presented on an MODPROS website and social media sites is for informational purposes only. MODPROS provides content to websites and social media sites on an "as is" basis and makes no representations or warranties of any kind with respect to this site or its contents. MODPROS disclaims all such representations and warranties, whether express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose. In addition, does not represent or warrant that the information accessible via this site is accurate, complete or current.



# Changes

Content in the Services is subject to change without notice. MODPROS reserves the right to change or modify these Terms of Use at any time. Such changes, modifications, additions, or deletions shall be effective immediately upon notice or posting thereof. MODPROS may terminate, change, suspend or discontinue any aspect of the Services, including the availability of any features of a website, at any time. MODPROS may also impose limits on certain features and services or restrict your access to parts of the site without notice or liability.

# MODPROS ELEVATOR

# Hyperlinks

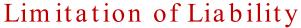
Certain links provided through the Services may launch internet sites that are not under the control of MODPROS provides these outside links solely as a convenience to its Service users and the provision of any such link is not an endorsement by MODPROS of that site or any of the contents, products, or services contained or offered therein. Accordingly, MODPROS makes no representations or warranties whatsoever concerning availability of or content, including sub-links, found on those sites.

When registering for, ordering or purchasing products or services from any party which is linked to this site, you will be entering into an agreement with that third party and not with MODPROS. In these cases, you should review and understand the terms and conditions posted by such third party and its privacy policy before you register, order or purchase. Except and to the extent specifically stated herein, the privacy policy and terms of use stated by MODPROS herein will not apply to these third party sites. MODPROS is committed to linking with companies that share our privacy concerns. However, we cannot and do not control the way these parties use or collect information or operate their businesses.

When you link to another party's site, you should be aware that those companies may use cookies or other means to collect information about you and that the terms of MODPROS Global Privacy Policy will not apply.

# Submissions

By submitting information and material to MODPROS, whether via e-mail or otherwise, including, but not limited to, feedback, questions, comments, suggestions, ideas, graphics or computer files of any type, you thereby expressly grant, or warrant, that the owner of such material has expressly granted MODPROS a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and to incorporate it in other works in any form, media or technology now known or hereafter developed, subject to the MODPROS.com Statement of User Privacy.



IN NO EVENT SHALL MODPROS OR ANY OF ITS. SUBSIDIARIES. AFFILIATES. EMPLOYEES. CONTRACTORS, SUPPLIERS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DAMAGES (BE THEY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICES, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING AND PERSUANT TO A SEPARATE WRITTEN CONTRACT CONCERNING THE PURCHASE BY YOU OF SERVICES CONTEMPLATED HEREIN. THIS LIMITATION OF LIABILITY INCLUDES LIABILITY FOR, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, DATA BREACH, OR LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, AND ANY CLAIMS MADE BY THIRD PARTIES ARISING OUT OF OR IN CONNECTION WITH THE USE, COPYING, OR DISPLAY OF THIS SITE OR ITS CONTENTS OR ANY LINKED WEB SITE, REGARDLESS OF WHETHER MODPROS HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. MOREOVER, YOU SHALL INDEMNIFY AND DEFEND MODPROS, ITS AFFILIATES, SUBSIDIARIES. EMPLOYEES. CONTRACTORS AND OTHER REPRESENTATIVES FROM ALL CLAIMS AND EXPENSES THAT ARISE OUT OF OR IN CONNECTION WITH YOUR USE OF THIS SITE IN BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAWS OR REGULATIONS OF THE RIGHTS OF THIRD PARTIES.



TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED AS IS WITH ALL FAULTS. MODPROS AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, CONTRACTORS, SUPPLIERS AND OTHER REPRESENTATIVES HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS

WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, LACK OF VIRUSES OR BUGS, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS WITH REGARD TO THE SERVICES.

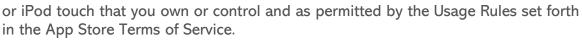
MODPROS AND ITSSUBSIDIARIES, AFFILIATES, EMPLOYEES, CONTRACTORS, SUPPLIERS AND OTHER REPRESENTATIVES DO NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECTS WILL BE CORRECTED. THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES REMAINS WITH YOU.

# Specific Provisions Required by Mobile App Service Providers.

#### **Apple Computer Mobile Device Users**

- Acknowledgement: You acknowledge that these Terms of Use are concluded between you and MODPROS only, and not with Apple. Licensor, not Apple, is solely responsible for the Licensed Application and the content thereof.
- Scope of License: You acknowledge that the license granted herein for the Licensed Application is a limited non-transferable license to use the Application on any iPhone





- Maintenance and Support: Licensor is solely responsible for providing any maintenance and support services with respect to the Application, as specified in the Terms of Use, or as required under applicable law. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- ➤ Warranty: Licensor shall be solely responsible for any product warranties, whether express or implied by law, to the extent identified herein and not effectively disclaimed. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Licensor's sole responsibility to the extent identified herein.
- Product Claims: You acknowledge that Apple, is not responsible for addressing any claims relating to the Application or the end-user's possession and/or use of that Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- Intellectual Property Rights: You acknowledge that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Licensor, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent not otherwise disclaimed herein.
- Legal Compliance: You represent and warrant that (i) you not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Third Party Beneficiary: Licensor and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon the your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

#### Applicable Law

The laws of the State of Florida in the United States of America shall govern the content and use of the Services, without giving effect to any of the conflict of law principles or rules thereof.

These Terms of Use have been prepared in English.

Contact MODPROS MODPROS Elevator Inc 10750 NW 53rd Street Sunrise, FL 33351 833-663-7767

