

## Terms of Service

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Please read these Terms of Use (“Terms”) carefully, they constitute a legally binding contract between you and any Artisan Group Member (“we”, “us”, “our”). By (i) using any of the equipment described herein; and/or using any of the products, you have agreed to be bound by these Terms. Although the Services and Products are provided free of charge, we encourage you to make donations through our [GoFundMe] page [hyperlink]. You should be aware however, that no such donations or other contributions give you any additional rights, warranties or promises with regard to the Products or Services, except as provided herein.

YOU SHOULD BE AWARE THAT WE ARE NOT A PROVIDER OF MEDICAL ADVICE OR EQUIPMENT OR MAKE ANY REPRESENTATION ON TO HOW ANYTHING WE PROVIDE YOU WILL PERFORM OR HOW IT SHOULD BE USED IN ANY MEDICAL OR OTHER ENVIRONMENT. BEFORE YOU TAKE ANY ACTION THAT MAY AFFECT THE HEALTH OR SAFETY OF ANYONE PLEASE CONSULT WITH A PROFESSIONAL

We reserve the right to change these Terms from time to time, and such changes will become applicable to you if you continue to use the Products or Services at any time after such changes are posted on our Website. Any changes will become effective if you use any of the Products or Services at any time after such changes are published on this page. We recommend that you visit this page periodically to be sure you are aware of the most recent terms of this agreement.

If you do not agree to these Terms, do not use any of the Products or Services, and if you do not wish to agree to any changes to these Terms, please cease using all Products and Services.

The Parties to this Agreement.

These Terms describe a contractual agreement between you, the user of any of the Products or Services (“you”, “your”), and Us, regarding your use of the Products and Services. We have the right to refuse providing you with our Products or Services in our discretion for any reason or for no reason. Without limiting the generality of the foregoing, you specifically acknowledge that we have the right to terminate your use or rights to use our Products and Services in the event that We determine, in our sole discretion, that you have violated these Terms.

You Must Be Eligible to Use The Products and Services.

To be eligible to use the Services, (i) you must be at least 18 years old and (ii) you must agree to be bound by these Terms. If you do not meet any and all of these criteria, please delete all information you have acquired from us (including plans, diagrams and/or advice) your systems and do NOT use the Products or Services.

We Do Not Offer Medical Advice.

The information available, including but not limited to text, graphics, images, advice, recommendations, any information provided by our medical partners, sponsors, or business partners or any other

information which you may obtain in connection with your use of the Products or Services (“Contents”), are provided for your information only. These Contents do not constitute professional medical advice, diagnoses, or treatment, and you should not rely on them as such. Your decision to rely on any information you obtain in connection with your use of the Products or Services is at your sole discretion and risk. Finally, you should be aware that We do not promises any particular results, including safety from exposure, contamination or infection, and We do not promise absolute precision in the information we provide you about the use of the designs described by us.

#### What We Are Providing.

Subject to your acceptance of these Terms, We grant to you a non-exclusive, non-transferable, revocable Creative Commons license to use any or all of the designs offered. You agree not to use the Products or Services for any other purpose, or to copy or distribute the content of the Service except where any person with whom you communicate agrees to be bound by these Terms.

#### Your Privacy and the Use of Your Data.

We recognize the importance of protecting the privacy of our users, particularly given the nature of that information.

The only information we collect is your contact information (email or phone number), your name and any comments that you may provide to us regarding the Products or Services or otherwise. Although we make good faith efforts to store the non-public information uploaded through the Services or collected by us in a secure operating environment that is not available to the public, we cannot guarantee complete security. We cannot and do not guarantee that our security measures will prevent third party "hackers" from illegally accessing our site and obtaining access to content or information thereon. By providing us with such information, you specifically authorize us to disclose such materials to the public in general or to specific business partners.

#### Intellectual Property.

All content, design, graphics, compilation, magnetic translation, digital conversion and other matters making up the Products or Services are protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) and owned by Us or one of our affiliates. Use of the Services does not give you ownership of any intellectual property rights in any of the Content, documents or other materials you access. Our posting of information or materials on the Services does not constitute a waiver of any right in such information and materials. You may not copy, redistribute or publish any part of the Services unless we expressly permit you to in these Terms.

#### Comments, Feedback, Suggestions, Ideas, Forum Posts, And Other Submissions.

The Products and Services may invite you to chat or participate in blogs, message boards, online/mobile forums and other functionality that will be viewed by other users and/or the general public. Any material you transmit to us or otherwise through the Services will be treated as non-confidential and

non-proprietary. You hereby agree that We shall own all copyrights to any comments, feedback, suggestions, ideas, forum posts and other submissions disclosed, submitted, or offered to Glow in connection with the use of the Services or otherwise and any chat, blog, message board, online/mobile forum, text, email or other communication with us. You agree that unless otherwise prohibited by law, we may use, sell, exploit and disclose such materials in any manner, without restriction and without compensation to you. For example, we may use such materials in a number of different ways, including displaying it on the internet, reformatting it, incorporating it into other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms. More specifically, you should be aware that in the interest of promoting the Products and Services and/or the advancement of knowledge about viral contamination and related concepts, we will make all content on our forums searchable on the internet and available both to other users and to the public at large. You should be very careful, therefore, what, if any, personal details you disclose through the Service.

#### Usage Rules.

You agree that your use of and conduct on the Product or Services (including any forum, message board, chat or other communication feature), shall be lawful and will not:

- include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
- include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;
- defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;
- promote violence, illegal drug use, or substance abuse or describe how to perform a violent act, use illegal drugs or abuse other substances;
- violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity;
- be in violation of these Terms, any local, state, federal or international law, rule or regulation or the rules of conduct posted with respect to any individual feature of the Services;
- reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual; attempt to impersonate any other party;
- create user accounts by automated means or under false pretenses or mislead others as to the origins of your communications;
- trick, defraud or mislead us or other users, especially in any attempt to learn sensitive account information such as passwords;

- make improper use of our support services, if any, or submit false reports of abuse or misconduct;
- engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product, service, website, pyramid scheme or other multi-tiered marketing scheme, without our prior written consent;
- create or transmit unwanted electronic communications such as "spam," to other users or members of Services or otherwise interfere with other users' or members' enjoyment of the Services;
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;
- disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms ("PCMs"), or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices;
- except as may be the result of standard search engine or Internet browser usage, use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Services, or use or launch any unauthorized script or other software;
- cover or obscure any notice, banner, advertisement or other branding on the Services;
- interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Services; or
- otherwise violate any rule or policy of one of the forums on which you may participate in connection with your use of the Service.

We do NOT Make Warranties Regarding the Products or Services.

Other than as expressly set out in this agreement, neither we nor any of our affiliates make any promises about the Products or Services. We disclaim all warranties express or implied and all Products and services are provided "as-is". We makes no commitments about the reliability, availability, or security of the Products or their ability to protect you from exposure to viral pathogens or other contaminates.

THE SERVICES AND THE WEBSITE (INCLUDING ANY MOBILE APPLICATION) IS PROVIDED BY US ON AN "AS IS" BASIS. WE AND OUR LICENSORS AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE ANY DEVICE DESCRIBED ON THE SERVICES, THE SERVICES THEMSELVES OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON ANY WEBSITE OR IN ASSOCIATION WITH THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE AND OUR LICENSORS AND AFFILIATES DISCLAIM ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE AND OUR LICENSORS AND AFFILIATES FURTHER DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN OR AVAILABLE ON THROUGH THE SERVICES E. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO CERTAIN OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

We do not control or endorse the content, messages or information provided by users of the Products or Services, including in any chat or forum features, or external sites that may be linked to or from a any element of the Services and, therefore, We specifically disclaim any responsibility with regard thereto.

#### Limitation of Our Liability.

Your use of the Products is at your own risk. We and our partners have no liability whatsoever for your use or reliance on any product or service you use or encounter on any portion of the Services. In particular, but without limitation, you are agreeing that We are not liable under any theory of law for any compensatory, indirect, special, incidental, punitive or consequential damages, including but not limited loss of profits, business interruption, loss of information or data, a failure to avoid infection or exposure, or any aspect of your relationship with a patient, family member or other third party, whether based on breach of contract, breach of warranty, tort, product liability or otherwise. Our Products would not be provided without these limitations and if you do not agree to these limitations, please do not use the Products. No advice or information you obtain from us through the Services or in support of the Products shall create any warranty, representation or guarantee not expressly stated in these Terms. Some states do not allow the exclusion or limitation of incidental or consequential damages, so certain of the above limitations and exclusions may not apply to you. In the event, that notwithstanding the foregoing, We are found to have a liability to you, you agree that our aggregate liability for any cause whatsoever, and regardless of the form of action, will at all times be limited to the amount paid, if any, by you to us,

#### Complete Agreement Between You and Us.

Except as expressly provided, these Terms constitute the entire agreement between you and us with respect to the use of the Services or any devices described therein.

#### How We Handle Disputes.

If a dispute arises between you and us, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. In the event of a dispute we encourage you first to contact us to resolve your problem directly with us. You may contact us regarding any complaints or disputes at the Contact Us portion of the Website.

#### Arbitration Provision.

THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS BY USING OUR SERVICE, WEBSITE, OR ANY GLOW APP.

Except as explicitly provided in these Terms, you hereby waive any right to a trial in any court in front of a jury or judge and any right to bring or participate in any “class action” suits. You agree that any dispute or claim relating in any way to your use of any of the Services, a product or device offered or provided by or through the Services, or otherwise arising out of or relating to these Terms that cannot be resolved directly between you and us shall be resolved by non-appearance based binding arbitration. Except as otherwise provided in these Terms, this includes any claims based in contract, statute, tort, fraud, misrepresentation or any other legal theory. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

The Federal Arbitration Act and federal arbitration law apply to these Terms. There is no judge or jury in arbitration and court review of an arbitration award is limited. However, an arbitrator can award an individual the same damages and relief as a court and must apply and follow these Terms as a court would.

Either you or we can initiate arbitration through the alternative dispute resolution provider the American Arbitration Association (the “AAA”) pursuant to the then-current Supplementary Procedures for Consumer-Related Disputes (“AAA Consumer Rules”). The arbitration shall be conducted by telephone, online and/or be solely based on written submissions, and the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless the arbitrator determines that an in-person hearing is necessary based on the request of one of the parties and any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, We will pay all arbitration fees and expenses. You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial and agree to proceed only on an individual basis and not in a class, consolidated, or representative action.

The parties hereby appoint the arbitrator the exclusive power to rule on any challenges to the requirement for the use of alternative dispute resolution process in these terms. We also both agree that you or we may bring suit in court to obtain interim or preliminary injunctive relief necessary to protect the rights or property of you or us or our partners pending the completion of the arbitration.

#### Jurisdiction and Complete Agreement

These Terms are governed by the laws of the State of Delaware, without respect to its conflict of laws principles. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

#### How You Can Contact Us.

If you have questions or concerns, you should contact us at [jonl@artisan-counters.com](mailto:jonl@artisan-counters.com).

#### Indemnification.

You agree to indemnify and hold us (and any employee, officer, director or affiliate of ours, each a "Related Person") harmless (including costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to or use of the Services, the violation of these Terms by you, the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, or for any content posted through the Services by you (including claims related to defamation, invasion of privacy, or other violation of a person's rights). Your obligations under the foregoing indemnity may not be offset against any other claim you may have against us or any Related Person. You remain solely responsible for all content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Services.

#### Term And Termination.

Unless terminated by us, these Terms will remain in full force and effect while you use any of the Products or Services or any device connected with the Services. Subject to the last sentence of this Section, you may terminate the agreement reflected in these Terms at any time by destroying all products you acquired through this source and ceasing to use the Products. We may terminate these Terms with respect to you at any time, particularly if you violate any provision of these Terms. Any termination of these Terms shall also terminate the licenses granted hereunder. Upon termination of these Terms for any reason, you shall destroy and remove from use all products we provided. We shall have the right to inspect and audit your facilities to confirm the foregoing. If you or we terminate the agreement reflected in these Terms, or if we suspend your access to the Services, you agree that we shall have no liability or responsibility to you and we will not refund amounts that you have paid, if any, to the fullest extent permitted under applicable law. Your representations, the Indemnity section, the Dispute Resolution section, the Liability Limitation section and any other provision which by their nature are designed to survive termination shall survive any termination or expiration of these Terms.

#### Miscellaneous.

We operate and controls the Services from our offices in the United States. We make no representation that the Products and Services are appropriate or available in other locations. The information provided on the Products and Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to use the Products and Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The information available through the Services may be subject to United States export controls. Thus, none of the information available through the Services may be downloaded, exported or re-exported outside the United States, but in particular (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to

anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, unless an exception applies to such rules that is applicable to the Services. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. These Terms are effective until terminated by either party. You may terminate these Terms by destroying all information and Service-related materials obtained from the Services. The privileges granted to you under these Terms will terminate immediately and automatically without notice from us if, in our sole discretion, you fail to comply with any term or provision of these Terms. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. You may not assign these Terms without our prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon our request, you will furnish us any documentation, substantiation or releases necessary to verify your compliance with these Terms. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

#### Complaints or Notices.

The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on, in or through the Services in a way that may constitute copyright infringement, you may provide notice of your claim to the Company. If You believe that any material on, in or through the Services violates these Terms, please notify the Us as soon as possible

Statute of Limitations. You and We both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

No Third Party Beneficiaries. These Terms are between you and us. No user has any rights to force us to enforce any rights it may have against any you or any other user.

Government Use. If you are a part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the any of our products or Services is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Service and any related software is a "commercial item," "commercial computer software" and "commercial computer software documentation". In accordance with such provisions, any use of the Service by the Government shall be governed solely by these Terms.

Signature\_\_\_\_\_Date\_\_\_\_\_