



# Terms of Use

Thank you for using Machine Dossier.

## 1. Acceptance of Terms

These terms of service («Terms») cover your use and access to the Machine Dossier Service (“MD”, “MD Service”, or the “Service”, as described below) and / or any of its present or future constituent parts provided by SEC of America, Inc., dba FLARE Labs (“the Company”, “SECA”, “FLARE”, “FL”, “we” “us”).

The Service is offered to you conditioned on your acceptance of this document without modification of the terms, conditions, and notices contained herein (the «Terms»). It is applicable to (a) “Users” -- this includes Primary Users who initially set up the Service and other Users/Owners who are granted any access privileges by the Primary User/Owner; to (b) Administrators; and to c) Reliability Collective Members – users who are invited to join a Spark team that has already been created by an User, Owner, Administrator, or other User. The terms “You”, “your”, and “users” encompass all users, including Owners, Administrator, and Reliability Collective Members. Your use of the Service constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

If you are accepting the Terms on behalf of a company or business, you represent that you have the authority to bind such entity and its Users and Administrators to the Terms. In that case, the terms “you” or “your” shall also refer to such entity and its Users, Administrators, and others, as applicable. If you do not have such authority, or if you do not agree with the Terms, you may not use the Service. You acknowledge that the Terms represent a contract between you and the Company and it governs your use of the Service.

The Company reserves the right to modify the Terms and will notify you of any material changes to the Terms either by mail, e-mail, or via a Service system notification. Notifications of revised Terms will include an effective date and if you use the Service after that date such use will constitute acceptance of the revised Terms. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

## 2. Service Description

The Service includes features for visualizing data from FLARE Labs wireless devices, communicating machine condition information, forming collaborative teams to address issues, messaging, archiving, and viewing data and information related to plant reliability. The Terms cover all current and future features of the Service and its constituent elements, including but not limited to mobile applications, hardware devices, and related services. The Company reserves the right to modify or discontinue any portion of the Service at any time without notice to you. All intellectual property, rights, title, and interest in and to the Service belong exclusively to the Company.

### **3. Privacy**

Your use of the Service is subject to the Company Privacy Policy. Please review our Privacy Policy, which also governs the Service and informs users of our data collection practices.

### **4. Electronic Communications**

Using the Service or sending emails to the 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/or within the Service, satisfy any legal requirement that such communications be in writing.

### **5. 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 the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **6. Cancellation/Refund Policy**

You may cancel the Service at any time. For month-to-month subscriptions, cancellations take effect on the last day of the month in which the cancellation request is made. In the case of annual subscriptions, the cancellation takes effect on the anniversary date of the annual subscription.

### **7. Links to third party sites/Third party services**

The Service does not enable the insertion of links to external websites or URL addresses. A User may, however, enter an unlinked text string representing an URL into certain parts of the Service. These URL addresses and the websites to which they may lead are not under the control of the Company and the Company is not responsible for the contents of any external website or service, including without limitation any link or content contained in external website or service. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators.

### **8. No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Service strictly in accordance with these terms of use. As a condition of your use of the Service, you warrant to the Company that you will not use the Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Service in any manner which could damage, disable, overburden, or impair the Service, its performance, or interfere with any other party's use of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Service, is the property of the Company and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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 within the Service. The Company content is not for resale. Your use of the Service does not entitle you to make any unauthorized use of any content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use content solely for its intended purpose, and will make no other use of the content without the express written permission of the Company. You agree that you do not acquire any ownership rights in any content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

## **9. Use of communication services**

The Service may contain discussion and collaboration features, notifications, forums, calendars, and/or other message or communication facilities designed to enable you to communicate with the Reliability Collective or other groups (collectively, «Communication Services»), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials at its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself or others in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Users, Administrators, and others are not authorized FLARE Labs spokespersons, and their views do not necessarily reflect those of the Company.

Content uploaded to a Communication Service may be subject to posted limitations on size, type, usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload content.

## **10. Materials provided or posted to the Service**

The Company does not claim ownership of the materials you provide to the Service (including feedback, ratings, reviews, and suggestions) or post, upload, input or submit to any Company Service or our associated services (collectively «Submissions»). However, by posting, uploading, inputting, providing or submitting your Submission you are granting the Company permission to use your Submission in connection with the operation of its business.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **11. International Users**

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use Company Content accessed through <https://machinedossier.net> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## 12. Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, third parties and contractors, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Service or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

## 13. Disclaimer of Warranties

The Service, or services, may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond our reasonable control, but we shall use reasonable efforts to provide advance notice of any material scheduled service disruption. Further, you understand that your data and content may be transmitted or handled in an unencrypted manner if you choose to use unencrypted gateways to connect to the Service. Additionally, while the Company takes steps to ensure that information provided to its third party vendors and hosting partners is transmitted using reasonable security measures, it does not guarantee that these transmissions will be encrypted.. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of your data and content. The Company will have no liability to you for any unauthorized access or use of any of your data or content, or any corruption, deletion, destruction or loss of any of your data or content.

THE SERVICE AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM THE COMPANY OR OTHERS THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## 14. Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICE AT ANY TIME.

THE COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES

AND RELATED GRAPHICS ARE PROVIDED «AS IS» WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

## **15. Termination/access restriction**

You have the right to terminate your account at any time by contacting us by phone, e-mail, or use of any account deletion interface available from within the Service. The Company reserves the right, at its sole discretion, to terminate your access to the Service 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 North Carolina and you hereby consent to the exclusive jurisdiction and venue of courts in North Carolina in all disputes arising out of or relating to the use of the Service. Use of the Service 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 the Company as a result of this agreement or use of the Service. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by the 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 the Company with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Service. 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.

Upon termination of your account, unless agreed in writing outside the Terms, the Company will have no obligation to maintain or provide your data from the Service, and will delete or destroy all copies of your data in our possession or control, in a reasonably expedient way, unless legally prohibited.

## 16. Assignment

You may not assign this agreement without the prior written consent of the Company, except in connection with a merger, reorganization, or acquisition of all or a substantial portion of your assets by another company, and then only upon 30-days prior notice to the Company. The Company may assign or transfer this agreement, in whole or in part, without restriction.

## 17. Notices

Except as otherwise set forth herein, all notices under the Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

## Contact Us

FLARE Labs welcomes your questions or comments regarding the Terms:

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