

## Terms & Conditions

Read these terms and conditions of use carefully before accessing, using or obtaining any materials, information, products or services. By accessing, the Generis Tek Inc. website, mobile or tablet application, all social media platforms, or any other feature or other Generis Tek Inc. platform (collectively “Our Platform”) you agree to be bound by these terms and conditions (“Terms”) and our Privacy Policy. If you do not accept all these Terms, then you may not use Our Platform. In these Terms, “we”, “us”, “our” or “Generis Tek Inc.” refers to Generis Tek Inc. and “User”, “you” or “your” refers to you as the user of Our Platform.

We may modify these Terms, for any reason at any time, by posting a new version on Our Platform; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Platform following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with Our Platform in any way, your only recourse is to immediately terminate use of Our Platform.

To access and use Our Platform, you must register for a Generis Tek Inc. account (“Account”) by providing your full legal name, current address, phone number, birthdate, a valid email address and any other information indicates as required. Generis Tek Inc. may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.

**These Terms contain a mandatory arbitration provision that requires that disputes be resolved in individual arbitration proceedings. Please read these Terms carefully.**

### 1. Limitations on Use

User may not:

- a. transmit through the Services any harassing, indecent, obscene, fraudulent, or unlawful material;
- b. use the Services in violation of any applicable federal, state, or local laws, rules, and/or regulations,
- c. transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties.
- d. **Commercial Use:** Unless otherwise expressly authorized herein or in the Services, User agrees not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services. The Services is for User’s personal use and may not be used for commercial endeavors.

If you live in the United States of America, you must be at least 21 years of age to use our Services, or such greater age required in your country to register for or use our Services under applicable law.

### 2. Proprietary Rights:

- a. You acknowledge that we retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the “Generis Tek Inc.”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the Generis Tek Inc. or is similar to any of these. No proprietary interest of Generis Tek Inc. or of a third party in this site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. This includes, but is not limited to, the content provided in this site, including, text, video, application look and feel, graphic images, audio, html code, white papers, documents, info articles, etc. except that you may download, display, or print a copy of the materials solely for your non-commercial, personal use. By downloading or printing the information you

hereby agree, without exception, that you will not modify the material in any way, and you keep intact all copyright, trademark, and other proprietary notices.

- b. Any personal information or data shall remain your proprietary information, that you provide to Generis Tek Inc. or post, upload, input or submit to any section of the Generis Tek Inc. site. However, by posting, uploading, inputting, providing or submitting data or information, in any form, you are granting Generis Tek Inc., its affiliated companies, necessary services providers, and applicable clients, permission to use such information or data in connection with the operation of Generis Tek Inc.'s business, including, without limitation, the license rights to: copy, distribute, transmit, reproduce, edit, translate and reformat the information provided and to publish your name in connection with the data and information.
- c. By posting data or information on the Generis Tek Inc. site you hereby warrant and represent that you own or otherwise control all the rights to such information or data without restriction.

### **3. Disclaimer of Warranties**

- a. The Site is provided by Generis Tek Inc. on an "as is" and "as available" basis. Generis Tek makes no representations or warranties of any kind, express or implied, regarding the use or the results of this website, the products or Services, anything provided by Third Parties through the website or independent of the Generis Tek Services, or that the Services will be uninterrupted, timely, secure or error free.
- b. The information provided on this site is free of charge and for informational purposes only and does not create an employment, business, or professional services relationship between you and Generis Tek Inc. Links on this site may lead to services or sites not operated by Generis Tek Inc. No judgment or warranty is made with respect to such other services or sites and Generis Tek Inc. takes no responsibility for such other sites or services. A link to another site or service is not an endorsement of that site or service. Any use you make of the information provided on this site, or any site or service linked to by this site, is at your own risk.

### **4. Facebook or any other social media:**

You may not use our Products to do or share anything:

- a. That violates these Terms, and other terms and policies that apply to your use of social media.
- b. That is unlawful, misleading, discriminatory or fraudulent.
- c. That infringes or violates someone else's rights.
- d. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products or Services.
- e. You may not access or collect data from our Products or Services using automated means or attempt to access data you do not have permission to access.

### **5. Eligibility:**

Our Platform is available to all guests who are twenty-one (21) years of age or older. No purchase necessary.

### **6. User Account, Password and Security**

The User is responsible for maintaining the confidentiality of User's account and is fully responsible for any and all activities that occur under or on User's account. User hereby agrees to (a) immediately notify us of any unauthorized use of User's account or any other breach of security, and (b) ensure that User logs out of User's account at the end of each session. Generis Tek will not be liable for any loss or damage arising from User's failure to comply with these requirements. Only one account is permitted per User. The User agrees and represents that the User is not currently and

will not use or maintain any other account on the Generis Tek Site. User's account and rights under this agreement cannot be transferred by User to any other party or individual.

## **7. Mobile Services:**

The Services includes certain services that are available via a mobile device, including the ability to upload content to the Services and the ability to browse and otherwise access the Services or certain features thereof ("Mobile Services"). To the extent the User accesses the Services through a mobile device, message & data rates may apply. By using Mobile Services, the User agrees that Generis Tek may communicate with the User by automated SMS, MMS, text message or other electronic means to User's mobile device and that information about User's usage of the Mobile Services may be communicated to Generis Tek. In the event User changes or deactivates User's mobile telephone number, User agrees to promptly update User's account information.

## **8. Emails and Text Messages**

By accepting these Terms, the User grants Generis Tek, our assigns, successors, or servicing agents' permission to send email and/or short message service (SMS) notifications or messages to any phone number(s) User provides to Generis Tek in connection with User's relationship with Generis Tek. This permission covers any phone numbers the User provides both now and in the future. For the purposes of these Terms, "Notifications" refer to any SMS (text message), email message, or similar communications from Generis Tek to the User regarding User's association with Generis Tek. This includes, but is not limited to, information related to payments, account details, loyalty rewards, marketing, user account information, and other relevant account-related information.

If the User chooses to receive Notifications on User's mobile device and/or email as part of the Site or Services, the User hereby authorize Generis Tek to send Notifications to the User and agrees to be bound by the additional terms presented on the Generis Tek Site. To receive Notifications on a mobile device, the User must be the authorized owner/user of the mobile device, and the User warrants that the User is such. The User acknowledges that, during the term of this agreement, the User has the option to opt in or opt out of receiving Notifications. If the User encounters any issues with Notifications, the User can contact us to stop receiving SMS messages. The number of Notifications the User receives will vary based on the User's activity on the Generis Tek Site. It's important to note that receiving Notifications, including SMS messages, may lead to additional messaging or data charges from User's wireless carrier for which the User is solely responsible.

## **9. Termination or Suspension:**

If you fail, or Generis Tek Inc. suspects on reasonable grounds that you have failed, to comply with any of the provisions of this Agreement, Generis Tek Inc. may, without notice to you:

- (i) terminate this Agreement and/ or your Generis Tek Inc. account
- (ii) preclude your access to the Services.

Generis Tek Inc. further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you and, to the full extent permitted by law, Generis Tek Inc. will not be liable to you or to any third party should it exercise such rights.

## **10. Legalities**

### **I. Governing Law and Jurisdiction**

The Services and terms of Use are governed by the Laws of the state of Illinois and are subject to the jurisdiction of the courts of Cook County Illinois. Any proceedings, whether court or arbitration initiated by either party shall be held in Cook County Illinois or where appropriate via teleconference.

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the User and Generis Tek nevertheless agree that the court should endeavor to give effect to Generis Tek's intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

## **II. Arbitration and Class Waiver**

Any dispute or claim relating in any way to User's use of the Services, other than a court action to enjoin infringement or other misuse of intellectual property rights, ("Covered Disputes") will be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There shall be no judge or jury in arbitration, and a court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms as a court would.

## **III. Indemnification**

The User shall indemnify, defend, and hold harmless Generis Tek, their officers, owners, affiliates, employees, vendors, and contractors from and against any and all claims related to or arising out of:

- User's negligence in adhering to the Terms of Use for the site and Services.
- Any illegal willful act, fraud, or omission while utilizing the Generis Tek's Site and Services.
- User's breach of any term, condition, representation, warranty, duty, and/or obligations set forth in the Terms.

## **IV. Limitation of Liability**

THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT GENETIS TEK, ITS AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GENERIS TEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT SHALL GENERIS TEK'S TOTAL LIABILITY TO USER FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICES, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

## **V. Time limitation**

The User agrees 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.

# **11. General Provisions**

**I. Force Majeure:**

Generis Tek shall not be liable for any delay or failure in performance due to force majeure conditions.

**II. Assignment and Transfer:**

Users are strictly prohibited from assigning any right, obligation, or duty, in whole or in part, without the prior written consent of Generis Tek.

**III. Additional Terms and Conditions**

Users also may be subject to additional terms and conditions that may apply when User uses an affiliate's services, third-party content or third-party software.

**IV. No Compensation**

You hereby acknowledge and agree that no compensation shall be paid, or no future commercial consideration has accrued with respect to the use of your personal information or data by Generis Tek Inc., as provided herein. Generis Tek Inc. shall be under no obligation to post or use any personal information or data you may provide and Generis Tek Inc. may remove any personal information, at any time, at its own sole discretion.

**V. Waiver**

The failure of Generis Tek to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**VI. Printed Copy**

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.

**VII. Headers and Titles**

The section titles in these Terms are for convenience only and have no legal or contractual effect.

**VIII. Notices**

Notices to the User may be made via either email, text, or regular mail. The Services may also provide notices to the User of changes to these Terms or other matters by displaying notices or links to notices generally on the Services.

**IX. Entire Understanding**

The Terms constitute the entire understanding between User and Generis Tek related to the subject matter hereof.