

PINGLE INC.
END USER LICENSING AGREEMENT FOR MEMBER

1. Introduction

We are a complete credential management platform for professionals, course providers and companies in the maritime industry.

1.1. Purpose

Our mission is to connect the global maritime professionals, course providers and companies to allow them to be more productive and successful. Our services are designed to promote economic opportunity by enabling you and millions of other maritime professionals to stay job ready and compliant.

1.2. Agreement

When you use our Services, you are entering into a legal agreement and you agree to all of these terms.

You agree that by clicking “Join Now”, “Join Pingle”, “Sign Up” or similar, registering, accessing or using our services (including any content or information provided as part of these services, collectively, “Services”), you are entering into a legally binding agreement (even if you are using our Services on behalf of a company). The Services and access to Pingle are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you are responsible for compliance with local laws. Pingle may amend other terms that will be displayed to you at the time you first use certain features. If you do not agree to this Agreement, do NOT click “Join Now” (or similar) and do not access or otherwise use any of our Services. Registered users of our Services are “Members” and unregistered users are “Visitors”.

2. Obligations

2.1. Service Eligibility

To use the Services, you agree that: (1) you will only have one Pingle account, which must be in your real name; and (2) you are not already restricted by Pingle from using the Services.

2.2. Your Membership

You'll keep your password a secret. You will not share an account with anyone else and will follow our rules and the law.

As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (4) if you disclose your login credentials to someone, you are responsible for any use, disclosure, additions, deletions and modifications of your account; (5) not transfer any part of your account; and (6) follow the law and the Dos and Don'ts below. You are responsible for anything that happens through your account unless you close it or report misuse.

2.3. Notices and Service Messages

You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

2.4. Messages and Sharing

Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., sharing of credentials, messages to members, visitors, course providers, companies).

We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

3. Rights and Limits

3.1. Your License to Pingle

As between you and Pingle, you own the content and information that you submit or post to the Services and you are only granting Pingle the following non-exclusive license: A worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- a. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

b. We will not include your content in advertisements for the products and services of others (including sponsored content) to others without your separate consent. However, we have the right, without compensation to you or others, to serve ads near your content and information.

c. We will get your consent if we want to give others the right to publish your posts beyond the Service. However, other Members and/or Visitors may access and share your content and information, consistent with your settings.

d. While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.

You agree that by submitting suggestions or other feedback regarding our Services to Pingle, you agree that Pingle can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that your profile information will be truthful. Pingle may be required by law to remove certain information or content in certain countries.

3.2. Service Availability

We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content you've posted. We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

3.3. Other Content, Sites and Apps

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Pingle generally does not review content provided by our Members. You agree that we are not responsible for third parties' content or information or for any damages as result of your use of or reliance on it.

You are responsible for deciding if you want to access or use third party apps or sites that link from our Services. If you allow a third party app or site to authenticate you or connect with your Pingle account, that app or site can access information on Pingle related to you. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, Pingle is not responsible for these other sites and apps -- use these at your own risk.

3.4. Limits

Pingle reserves the right to limit your use of the Services. Pingle reserves the right to restrict, suspend, or terminate your account if Pingle believes that you may be in breach of this Agreement or law or are misusing the Services (e.g. violating any Do and Don'ts).

Pingle reserves all of its intellectual property rights in the Services. For example, logos, trademarks, service marks, graphics, and logos used in connection with Pingle are trademarks or registered trademarks of Pingle. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

4. Updates

Pingle may from time to time in its sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Pingle has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the Services and be subject to all terms and conditions of this Agreement.

5. Disclaimer and Limit of Liability

5.1. No Warranty

THE SERVICES IS PROVIDED TO YOU "AS IS, AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PINGLE, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, PINGLE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, NEITHER PINGLE NOR ANY PINGLE PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND,

EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE SERVICES, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE PINGLE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICES; OR (IV) THAT THE PINGLE SERVICES, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF PINGLE ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

You agree that Pingle assumes no responsibility for any content you submit, upload, create or make available through Pingle.

Pingle is not liable for the acts or omissions of its contractors, vendors and service providers.

5.2. Exclusion of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PINGLE OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT:

- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OR CORRUPTION DATA, LOSS OF DOCUMENTS, LOSS OF IMAGES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES;
- b. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR PINGLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

PINGLE DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES, OR ANY RELATED SERVICES. THE OPERATION OF PINGLE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF PINGLE. UNDER NO CIRCUMSTANCES SHALL PINGLE BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PINGLE APPLICATION, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE SERVICES OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO PINGLE RECORDS, PROGRAMS, OR SERVICES. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, DATA, AND INFORMATION SUBMITTED THROUGH PINGLE AND YOU TO THE PINGLE SERVICES.

6. Indemnification

You agree to indemnify, defend and hold harmless Pingle and its officers, directors, employees, agents, affiliates, service providers, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Pingle Services or your breach of this Agreement.

7. Governing Law

This Agreement is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Pingle Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in King County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

8. Limitation of Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

9. Termination

We can each end this Agreement anytime we want.

Pingle or You may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Sections 5, 7 and 11 of this Agreement;

You can learn how to delete your Pingle account by:

1. Log into your Pingle account.
2. Hover to your profile picture.
3. Click or tap **manage**.
4. Click or tap **delete**.

When you delete your account, it may take up to 90 days from the beginning of the deletion process to delete all content.

When you delete your account, your content or information (e.g., profile, credentials, messages) will be permanently removed.

For security reasons, we can't delete an account for you. You'll need to be able to log into your account to delete it.

Note that for paid and nonpaid Services made available to another party for you to use (e.g. course providers, companies) the party using the Service controls such an account (which is different from your personal account) and: (1) may terminate your access to it; and (2) when termination from the other party occurs, the other party will still have access to your content or information you shared with them (e.g., credentials, messages to members, visitors, course providers, companies).

10. Pingle “DOs” and “DON'Ts”

10.1. Dos. You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name on your profile;
- Use the Services in a professional manner.

10.2. Don'ts. You agree that you will not:

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add content that is not intended for, or inaccurate for, a designated field;
- Use an image that is not your likeness or a head-shot photo for your profile;
- Create a false identity on Pingle;
- Misrepresent your current or previous positions and qualifications;
- Misrepresent your affiliations with a person or entity, past or present;
- Misrepresent your identity, including but not limited to the use of a pseudonym;
- Create a Member profile for anyone other than yourself (a real person);
- Use or attempt to use another's account;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Violate the intellectual property or other rights of Pingle;
- Use Pingle invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact;
- Post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unauthorized by Pingle;
- Post anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- Creating or operate a pyramid scheme, fraud or other similar practice;
- Copy or use the information, content or data of others available on the Services (except as expressly authorized);
- Copy or use the information, content or data on Pingle in connection with a competitive service;
- Copy, modify or create derivative works of Pingle, the Services or any related technology;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by Pingle without our express consent;
- Sell, sponsor, lease or otherwise monetize off of Pingle or any other feature, information, data of the Services, without Pingle's consent;

- Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- Remove, cover or obscure any advertisement included on the Services;
- Collect, use, copy, or transfer any information obtained from Pingle without the consent of Pingle;
- Share or disclose information of others without their express consent;
- Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information;
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- Access the Services except through the interfaces expressly provided by Pingle;
- Override any security feature of the Services;
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms)

11. Entire Agreement

This Agreement constitutes the entire agreement between you and Pingle with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services.

You agree that the only way to provide us legal notice is at the addresses provided in Section 12.

12. How To Contact Us

If you want to send us notices or service of process, please contact us via:

EMAIL at: legal@pingle.co

OR BY MAIL at:

Pingle Inc.

PO Box 7952

Covington, WA 98042