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WEBSITE TERMS OF USE

WELCOME TO THE COMPANIES' WEBSITE.

These Terms of Use govern your use of the website and all accompanying applications (the "Site") for PJTC Holdings, Inc., The Lindy Group, Inc., and their respective subsidiaries (together, the "Companies" or "we," "our," or "us")

YOUR ACCEPTANCE OF THESE TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY <u>BEFORE</u> USING THIS SITE. THESE TERMS OF USE ARE A LEGAL AGREEMENT BETWEEN THE COMPANIES AND YOU—THE PERSON WHO IS VISITING OR USING THIS SITE. THESE TERMS OF USE APPLY EACH TIME YOU ACCESS OR USE THE SITE. YOUR USE OF THIS SITE INDICATES YOUR AGREEMENT TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES IN THE CURRENTLY POSTED TERMS OF USE.

IF YOU ARE ACCESSING OR USING THE SITE ON BEHALF OR AS THE REPRESENTATIVE OF A BUSINESS OR OTHER ORGANIZATION, THEN YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF SUCH ORGANIZATION AND YOURSELF, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to "you" and "your" in this Agreement refer to both the person using this Site and any organization on whose behalf the person is acting.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THIS SITE.

CHANGES TO THESE TERMS OF USE

The Companies reserves the right to change or modify these Terms of Use in our discretion at any time and we will notify you of material changes by posting the changed or modified Terms of Use on the Site. We may also provide notice to you in other ways in our discretion, such as through contact information you have provided to us. You should check the Site regularly for any new changes. Your continued use of the Site following any changes to these Terms of Use will indicate your agreement to such changes.

In addition, The Companies may post additional terms, conditions, rules or requirements related to the Site or specific services and features available on the Site. These additional terms, conditions, rules, or requirements are incorporated by reference into these Terms of Use and you agree to be bound by and subject to them. The Companies also may offer other services or features governed by different Terms of Use.

VIOLATION OF THESE TERMS OF USE

If you violate these Terms of Use, your authorization to use this Site automatically terminates. The Companies reserve right to deny access to the Site or any features of the Site to anyone who violates these Terms of Use or who, in our sole judgment, interferes with the ability of others to enjoy our Site or infringes the rights of others and we reserve the right to seek all remedies available in law and equity for such violations.

SUBMITTING QUOTE REQUESTS OR ORDER REQUESTS ONLINE

Orders cannot be placed on this Site. The Companies may provide a form on this Site you can use to submit a request for a quote or an order by providing your company name, your name and contact information, job location information, type and quantity of materials or products, requested delivery date, and other information about your request. If you submit a request for a quote or order using a form on the Site, our plant or product team will respond by contacting you directly about obtaining an approved quote or order. Please note that the information on the Site about products and services, including description and availability, is subject to change at any time.

SALE OF PRODUCTS AND SERVICES

ALL SALES OF PRODUCTS AND SERVICES BY THE COMPANIES ARE EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THE TERMS OF ANY QUOTE ISSUED BY THE COMPANIES AND AVAILABLE FROM THE COMPANIES UPON REQUEST. SUCH TERMS AND CONDITIONS OF SALE SHALL SUPERSEDE ANY CONFLICTING OR ADDITIONAL TERMS CONTAINED IN ANY DOCUMENTS ISSUED BY YOU. THE COMPANIES' TERMS AND CONDITIONS OF SALE MAY ONLY BE MODIFIED BY A WRITTEN DOCUMENT EXECUTED BY THE COMPANIES.

PRIVACY NOTICE ABOUT PERSONAL INFORMATION COLLECTED ON THE SITE

When you use the Site, you may choose to voluntarily provide your contact and business relationship information for the limited purposes of (1) asking us to contact you about a project, (2) submitting a request for a quote or order, or (3) applying for a job with the Companies.

Depending on the purpose, we may collect the following information ("Collected Information"):

- Your name
- Company name
- Your position
- Street address
- E-mail address
- Phone number
- Job application information

When you submit Collected Information (except job application information) to the Companies, you will be authorizing us to send you marketing or promotional communications by mail, e-mail, text message, or push notification. At any time, you may direct us to stop sending you marketing messages by using the "unsubscribe" feature provided in our e-mail messages or by texting "STOP." Please note that it may take several days to process your request and you may continue to receive the messages until the processing is complete (up to ten days for emails and seven days for text messages).

When you visit the Site, we or our vendors may use cookies, pixels, and similar tracking technologies to collect information about your device, browser, and Site interactions including: (i) your device ID and IP address;(ii) the type of browser and operating system you use; (iii) content interactions, such as searches, page views, downloads, and prints, user journey history and similar data; and (iv) technical data such as occurrences of errors, diagnostic reports, and settings preferences. We use this data to analyze Site usage, improve performance and monitor Site security.

The Companies will use your information only for the purpose for which you provided it. We do not sell Collected Information to third parties, and we do not sell or disclose data collected on our Site for targeted personalized advertising.

LINKS TO THIRD-PARTY WEBSITES

Our online applications for employment and independent contractor positions are operated by third-party service providers that receive and process application information. These third-party providers are expected to handle the personal information of applicants appropriately. We recommend that you review their privacy policies before submitting your application information.

This Site may also contain links to third-party websites not under our control or operation. The Companies do not endorse and are not responsible for or have control over how your information is used by the operators of third-party websites, the contents of any linked site or any link contained within a linked site. Your use of any such third-party content may be conditioned upon such third party's terms and conditions. You are solely responsible for protecting yourself, your device, and your systems from worms, viruses, Trojan horses and any other harmful content.

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PROHIBITED USES OF THE SITE

As a condition of your use of the Site you agree that you will not use the Site or its Content including any e-mail or other communication function for any purpose that is unauthorized, unlawful or prohibited by these Terms of Use. You will be responsible for any costs incurred by the Companies or any other party (including attorneys' fees) as a result of your misuse of the Site. Misuse includes, but is not limited to, using the Site or its functionality to:

- Send phishing or other emails under false pretenses including any attempt to acquire another person's data such as passwords, financial details, and government identification numbers or other communications that conceal or falsify your identity.
- Send viruses, worms, defects, Trojan horses, corrupted files, or any other software or programs of a malicious or deceptive nature or that cause damage to computers or property of others.
- Disseminate or convey inappropriate, defamatory, obscene, salacious, or unlawful information, images or materials; or defame, harass, stalk, threaten or otherwise violate the legal rights of others.
- Interfere unreasonably with its access or use by others or the communications of other users.
- Conduct unsolicited commercial communications, bulk emails, or unauthorized, or unlawful activity.
- Infringe copyright, trademark, patent, trade secret or other proprietary right of any party.
- Cause an unreasonable or disproportionately large load on the site infrastructure.

AGE REQUIREMENT

By using this Site, you certify that you are 18 years of age or older. If you are a resident of a state that imposes additional or different age requirement for entering into an enforceable contract, you hereby represent that your use of the Site, any information you provide to us, and our use of such information, does not violate the applicable laws or regulations of your state of residence.

YOUR COMPLIANCE WITH LAWS AND REGULATIONS

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding use of the Site and its content as well as the release of information to and the retrieval of information from the Site. We reserve the right to report any wrongdoing, if and when we become aware of it, and disclose any information related to your use of the Site, as applicable, to any applicable governmental agencies, all without liability to us. Without limiting the foregoing rights, you consent and agree that the Companies may access, preserve and disclose your information and any submission if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary for legitimate business purposes, including, without limitation, to (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that violate the rights of third parties; or (d) to protect the rights, property or personal safety of the Companies, its users and members, and/or the public. The Companies reserve the right and have absolute discretion to enforce the Terms of Use.

TERMINATION

We may terminate or suspend access to the Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms of Use.

INDEMNIFICATION

You agree to indemnify, save, defend, reimburse and hold harmless the Companies, its officers, directors, members, partners, employees, and representatives from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees), resulting from: (a) your use of the Site; (b) your breach of any provision of these Terms of Use; and/or (c) your violation of any rights of another, whether by action or omission, in connection with this Site.

DISCLAIMER OF WARRANTIES

YOU USE THE SITE AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. THE COMPANIES PROVIDE THE SITE AND ALL INFORMATION, CONTENT, AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK, UNLESS OTHERWISE SPECIFIED IN WRITING. THE COMPANIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, REGARDING YOUR USE OF THE SITE OR ANY INFORMATION, CONTENT, AND/OR SERVICES PROVIDED OR MADE AVAILABLE ON OR BY MEANS OF THE SITE OR THE AVAILABILITY OF THE SITE ITSELF OR THE ACCURACY OF RESULTS OBTAINED THROUGH YOUR USE OF THE SITE. WITHOUT INTENDING TO BE EXHAUSTIVE, AS PART OF THIS DISCLAIMER, THE COMPANIES DO NOT WARRANT THAT THE SITE OR ANY PORTIONS THEREOF WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND GIVE NOTICE THAT IT IS POSSIBLE THAT THE SITE OR ONE OR MORE PORTIONS THEREOF OR FEATURES OR SERVICES AVAILABLE THROUGH THE SITE MAY BE OR BECOME INACCESSIBLE, UNAVAILABLE, OR INOPERABLE FROM TIME TO TIME OR PERMANENTLY.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANIES, THEIR AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS. SHALL NOT BE LIABLE TO YOU. AND YOU SHALL BE SOLELY RESPONSIBLE, FOR THE SELECTION, USE, AND SUITABILITY OF THE SITE AND THE INFORMATION, CONTENT, REQUEST SUBMISSION FORMS AND EXPERIENCES PROVIDED THROUGH THE SITE. THE COMPANIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL OR ANY OTHER DAMAGES IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA OR LOSS OF OR DAMAGE TO INFORMATION, PERSONAL INJURY OR PROPERTY DAMAGE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR OTHER LEGAL THEORY, EVEN IF THE COMPANIES HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY THE COMPANIES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, THE COMPANIES' TOTAL LIABILITY, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED \$50.

EXCLUSIONS AND LIMITATIONS

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 LIMITATIONS IN THE SECTION ABOVE MAY NOT APPLY TO YOU.

AVAILABILITY OF SERVICES

The Site may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or all of the Site, including certain features and the support for certain devices and platforms, at any time.

SYSTEM COMPATIBILITY

You acknowledge and agree that The Companies are not responsible for your software or browser compatibility and functionality, hardware, and/or network connections with the Site, or for your resulting access to, availability of, use of, and timing, receipt and accuracy of information transmitted to or received from the Site and/or its features.

GOVERNING LAW AND JURISDICTION

These Terms of Use shall be governed by and construed and enforced in accordance with the internal substantive laws of Pennsylvania, without regard to its conflicts of laws principles. All disputes arising out of or with respect to these Terms of Use or the Site shall be heard exclusively in the courts, state and Federal, located in Pennsylvania and you hereby consent to the jurisdiction and venue of such courts. Regardless of any statute or law to the contrary, any claim or cause of action (whether arising in contract or tort, law or equity) by you must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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The Companies are based in the United States. We provide the Site for use only by persons located in the United States. We make no claims that the Site or any of its Content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

MISCELLANEOUS

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