

WEBSITE TERMS AND CONDITIONS - VELTRI, INC.

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Veltriinc.com is a business website.

BY ACCESSING AND USING VELTRIINC.COM, YOU:

ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF SERVICE;

YOU REPRESENT AND WARRANT THAT YOU ARE THE LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH US; AND,

YOU AGREE IF YOU ACCESS THE WEBSITE FROM A JURISDICTION WHERE IT IS NOT PERMITTED, YOU DO SO AT YOUR OWN RISK.

Privacy

Your use of veltriinc.com is subject to Veltri, Inc.'s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communication

Visiting veltriinc.com or sending emails to Veltri, Inc. 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 on veltriinc.com, satisfy any legal requirement that such communication be in writing.

Children Under Thirteen

Veltri, Inc. does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under the age of 18, you may use veltriinc.com only with your parent or guardian permission.

Links to Third Party Sites/Third Party Services

Veltriinc.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Veltri, Inc. and Veltri, Inc. is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Veltri, Inc. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Veltri, Inc. of the site or any association with its operations.

Certain services made available via veltriinc.com are delivered by third party sites and organizations. By using any product, service, or functionality originating from veltriinc.com

domain, you hereby acknowledge and consent that Veltri, Inc. may share such information and data with any third party with whom Veltri, Inc. has a contractual relationship to provide the requested product, service, or functionality on behalf of veltriinc.com users and customers.

Your Responsibilities

You are required to ensure that all persons who access veltriinc.com are aware of these Terms and comply with it. It is a condition of your use of veltriinc.com that all the information you provide on veltriinc.com is correct, current, and complete.

YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET AND DATA SECURITY.

No Unlawful or Prohibited Use/Intellectual Property

Prohibited Activities

You may use veltriinc.com only for lawful purposes and in accordance with these Terms. You agree not to use veltriinc.com:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the exports of data software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Submission Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Veltri, Inc., any Veltri, Inc. employee, another user, or any other persona or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of veltriinc.com, or which as determined by us, may harm Veltri, Inc. or users of veltriinc.com, or expose them to liability.

Additionally, you agree not to:

- Use veltriinc.com in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of veltriinc.com, including their ability to engage in real-time activities through veltriinc.com.
- Use any robot, spider, or other automatic device, process, or means to access veltriinc.com for any purpose, including monitoring or copying any of the material on veltriinc.com.

- Use any manual process to monitor or copy any of the material on veltriinc.com, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of veltriinc.com.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of veltriinc.com, the server on which veltriinc.com is stored, or any server, computer, or database connected to veltriinc.com.
- Attack veltriinc.com via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempting to interfere with the proper working of veltriinc.com.

Intellectual Property Rights

Veltriinc.com and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by veltriinc.com, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of veltriinc.com for your own personal, non-commercial use and not for further reproduction, publication or distribution.

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Our Rights

We have the right, without provision of notice to:

- Take appropriate legal action, including, without limitation, referral to or cooperation with law enforcement or regulatory authorities, or notifying the harmed party of any illegal or unauthorized use of veltriinc.com; and
- Terminate or suspend your access to all or part of veltriinc.com for any or no reason, including, without limitation, any violation of these Terms.

YOU WAIVE AND HOLD HARMLESS VELTRI, INC. AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER THE COMPANY OR BY LAW ENFORCEMENT AUTHORITIES.

Third Party Accounts

You will be able to connect your Veltri, Inc. account to third party accounts. By connecting your Veltri, Inc. account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

Veltriinc.com is controlled, operated, and administered by Veltri, Inc. from our offices within the U.S. If you access veltriinc.com from a location outside of the U.S., you are responsible for compliance with all of your local laws. You agree that you will not use the Veltri, Inc. content accessed through veltriinc.com in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

The user/parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern these Terms or the rights and obligations of the parties under these Terms.

Severability

If any provision of these Terms 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 these Terms will continue in full force and effect.

Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Veltri, Inc., its officers, directors, employees, agents, and third parties, from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, losses, risks, costs, and expenses (including without limitation attorney fees and litigation expenses) relating to or arising from your use of veltriinc.com, any user postings made by you, your violation of any applicable laws, rules or regulations. Veltri, Inc. 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 Veltri, Inc. in asserting any available defenses.

Disputes & Choice of Law

Any claim or litigation relating to these Terms, relating to any shipment scheduled or tendered through veltriinc.com, or relating to any and all disputes between Veltri, Inc. and the Customer, shipper and/or consignee shall be filed in the jurisdiction of the State or Federal Courts within the State or District of Pennsylvania and shall be subject to Pennsylvania law. Customer hereby irrevocably consents and submits themselves to the personal jurisdiction of said courts for all such purposes. Veltri, Inc. shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the county where you reside or, if these legal Terms are entered into in the course of your trade or profession, the state of your business principal place of business.

Waiver

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.

Disclaimers, Liability and Indemnification

EXCEPT FOR THE LIMITED WARRANTIES AT /warranty , YOU UNDERSTAND AND AGREE THAT YOUR USE OF VELTRIINC.COM, ITS CONTENT, AND ANY GOODS, DIGITAL PRODUCTS, SERVICES, INFORMATION OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY GOODS, SERVICES, DIGITAL PRODUCTS, INFORMATION OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DESTRUCTIVE CODE.

How We Limit Our Liability to You

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY NOR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE UNDER THESE TERMS TO YOU OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), ANY OTHER THEORY OF LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Copyright Infringement

We respect the intellectual property rights of others and expect our users to do the same. In accordance with the Digital Millennium Copyright Act, which can be found here <http://www.copyright.gov/legislation/dmca.pdf>,

If you are a copyright owner or authorized to act on behalf of one, please report alleged copyright infringements taking place on or through veltriinc.com by completing a DMCA Notice of Alleged Infringement. Upon receipt of Notice as described below, we will take whatever action in our sole discretion as we deem appropriate, including removal of the challenged content from veltriinc.com. Please note that if you fail to comply with all of the requirements of this section and of 17 U.S.C. § 512(c)(3), your DMCA notice may not be valid.

- Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by your Notice, you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on veltriinc.com or the exact location where such material may be found.
- Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, or the law (e.g., as a fair use)."

- "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Provide your full legal name and your electronic or physical signature.
- Deliver this Notice, with all items completed

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright holder, or pursuant to law, to post and use the material in your content, you may send a counter-notice containing the following information to Veltri, Inc.:

- Your physical or electronic signature;
- Identification of the content that was removed or to which access has been disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Pennsylvania, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten business days. Unless the copyright owner files an action seeking a court order against Veltri, Inc. or the person who has posted allegedly infringing content, the removed content may be replaced, or access to it restored, in ten business days or more after receipt of the Counter-Notice.

Veltri, Inc. does not condone or tolerate copyright infringement or any violation of the Terms.

REGARDLESS OF WHETHER VELTRI, INC.. TERMINATES ACCESS AND/OR USE PRIVILEGES OF ANY PERSON OR ENTITY, 'REPEAT INFRINGER' OR OTHERWISE, VELTRI, INC. IN NO WAY WAIVES ANY RIGHT TO PURSUE ANY AVAILABLE REMEDY AT LAW OR IN EQUITY AGAINST COPYRIGHT INFRINGERS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS VIOLATORS, NOR WILL VELTRI, INC. INDEMNIFY OR PROVIDE LEGAL REPRESENTATION TO ANY ALLEGED INFRINGER IN ANY ACTION ARISING FROM THE ALLEGED INFRINGER'S USE OF ANY VELTRI, INC. WEBSITE OR SERVICE, EXCEPT AS EXPRESSLY DESCRIBED IN THIS NOTICE.

Changes to this Statement

Veltri, Inc. reserves the right, in its sole discretion, to change the Terms under which veltriinc.com is offered. The most current version of the Terms will supersede all previous versions. Veltri, Inc. encourages you to periodically review the Terms to stay informed of our updates.

Contact Information

Veltri, Inc. welcomes your questions or comments regarding the Terms:

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7 Neshaminy Interplex Dr Suite 415
Trevose, PA 19053

Email: info@veltriinc.com

Effective: July 1, 2023