



TERMS OF USE

Thank you for your interest in Palm Commodities International, LLC (“Palm”). We hope that you find the information found at www.palminc.com (the “**Website**”) informative. Please read these Terms of Use (these “**Terms**”) carefully. As explained below, these Terms govern your use of the Website. If you do not accept and agree to be bound by these Terms, then please discontinue use of the Website.

1. Definitions

Defined terms are used in these Terms for clarity and convenience. In addition to the terms defined herein, the terms below have the following meanings:

- a. “**Contents**” means all information, publications, texts, images, videos, features, functions, programs, services, and other materials available on or through the Website.
- b. “**Personal Data**” means all information that you provide to Palm in connection with your use of the Website and that identifies, or may be used to identify, you personally, including, without limitation, your name, postal address, e-mail address, and telephone number.
- c. “**Privacy Policy**” means Palm’s Privacy, which is available on the Website and incorporated herein.
- d. “**Palm**” means Palm Commodities International, LLC, a Delaware limited liability company having an office at 1717 JP Hennessy Drive, LaVergne, TN 37086.

2. Acceptance of Terms

These Terms are entered into between you and Palm and govern your use of the Website. Please read these Terms carefully before using the Website. By using the Website, you accept and agree to be bound by these Terms. If you do not accept or agree to be bound by these Terms, then you may not use the Website.

3. Revision of Terms

Palm may revise these Terms at any time in Palm’s sole discretion. Such revisions will be effective immediately when posted and apply to all use of the Website thereafter. Your continued use of the Website following the posting of any revised Terms means that you accept and agree to be bound by such Terms. You are expected to review these Terms periodically and inform yourself of any revisions.

4. Access to Website

Palm may discontinue or amend the Website at any time in Palm’s sole discretion. Palm may also withdraw, suspend, or restrict your access to all or parts of the Website at any time in Palm’s sole discretion, with or without notice. Palm shall not be liable if, for any reason, the Website is discontinued or amended or your access to the Website is withdrawn, suspended, or restricted.

The Website is intended solely for users who are 13 years of age or older. It is a violation of these Terms for anyone under 13 years of age to use the Website. By using the Website, you represent and warrant to Palm that you are 13 years of age or older.

5. Personal Data

You may be asked to provide certain Personal Data in order to use features of the Website. Any Personal Data that you provide must be correct, current, and complete. You acknowledge and agree that any Personal Data that you provide to Palm may be collected, stored, and processed in accordance with the Privacy Policy.

6. Intellectual Property

The Website and the Contents are owned by Palm, its parent company, and its licensors and are protected by certain patent, copyright, trademark, and trade-secret laws. Using the Website or the Contents in breach of these Terms may result in a violation of such laws. No right, title, or interest in or to the Website or the Contents is transferred to or acquired by you as a result of your use of the Website or the Contents.

You may not copy, reproduce, distribute, modify, create derivative works of, display, perform, republish, download, store, or transmit any part of the Website or the Contents without the prior written consent of Palm, except as follows:

- a. your computer and other electronic devices may temporarily store copies of the Website and the Contents in RAM incidental to your use of the Website and the Contents;
- b. you may store files that are automatically cached by your internet browser to enhance the display of the Website and the Contents;
- c. you may download and print one copy of the Website and the Contents for your own personal use and not for further reproduction, publication, or distribution;
- d. you may download applications from the Website to your computer and other electronic devices for your own personal use, provided you accept and agree to be bound by the applicable end use license agreements; and
- e. you may enable your computer and other electronic devices to interact with social media features provided on the Website.

If you make a copy of the Website or the Contents, then you may not subsequently modify that copy or delete or alter any copyright, trademark, or other proprietary rights notice from that copy. If you use, copy, or modify the Website or the Contents in breach of these Terms, then: (i) your right to use the Website and the Contents will cease immediately; (ii) you must, at Palm's option, return or destroy any copies of the Website or the Contents that you have made; and (iii) you may be subject to civil and criminal penalties. If you wish to use the Website or the Contents other than as set forth in this Section, please contact Palm Legal at legal@palminc.com.

7. Trademarks and Service Marks

The Palm name, the Palm logo, and all related names, logos, and designs on the Website are among the trademarks and service marks owned by Palm. You may not use such marks without the prior written consent of Palm. If you wish to obtain such consent, please contact Palm Legal at legal@palminc.com. All other trademarks and service marks on the Website are the property of their respective owner and may not be used without the prior written consent of such owner.

8. Copyrights

All copyrighted and copyrightable materials on the Website, including, without limitation, the Contents, are copyrighted, ALL RIGHTS RESERVED, by Palm or its licensors. Except as set forth in these Terms, you may not copy, reproduce, distribute, modify, create derivative works of, display, perform, republish, download, store, or transmit such materials without the prior written consent of Palm or its licensors. If you wish to obtain such consent, please contact Palm Legal at legal@palminc.com.

Palm respects the intellectual property of others. If you believe that the Website or the Contents infringe on your or a third party's intellectual property rights, then please notify Palm Legal at legal@palminc.com.

Palm's parent company, Umicore, has registered an agent with the U.S. Copyright Office for the purpose of receiving such notifications under the Digital Millennium Copyright Act (DMCA). The requirements of proper notification under the DMCA are outlined in 17 U.S.C. § 512(c)(3). Umicore's registered agent may be contacted at:

Legal Department
3600 Glenwood Ave., Suite 250

Raleigh, NC 27612
Telephone: 919-874-7173
Fax: 919-874-7195
E-mail: legal.usa@am.umicore.com

9. Prohibited Uses

You may only use the Website for lawful purposes and in accordance with these Terms. You may not use the Website:

- a. in any way that violates applicable laws, rules, or regulations;
- b. to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards set forth herein;
- c. to transmit or cause to be transmitted any advertising or promotional material, including junk mail, spam, or similar solicitation;
- d. to impersonate or attempt to impersonate Palm, a Palm employee, or any other person or entity; or
- e. in any way that restricts or interferes with another party's use or enjoyment of the Website or that, in Palm's sole discretion, may harm Palm, the Website, or users of the Website.

You also agree not to:

- a. use any robot, spider, or other automatic device, software, or means to access, use, or copy the Website or the Contents;
- b. introduce any malicious software, including, without limitation, viruses, Trojan horses, worms, logic bombs, to Palm, the Website, or users of the Website;
- c. gain or attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Website, the Contents, the server on which the Website is hosted, or any server, computer, or database connected to the Website; or
- d. attack the Website with a direct or distributed denial-of-service ("DoS") attack.

10. Linking

You may link to the Website only if you do so in a way that:

- a. complies with these Terms;
- b. does not interfere with, damage, or disrupt the Website;
- c. does not portray Palm or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner; and
- d. does not suggest any association with, approval of, or endorsement by Palm without its prior written consent.

The Website may also contain links to third-party sites. These links are provided for your convenience only and their inclusion does not imply any association with, approval of, or endorsement by Palm, except as specifically stated. Palm has no control over such sites and makes no representations or warranties about the functionality or contents of such sites. You use any such sites at your own risk and Palm is not responsible for any loss or damage that may arise from your use of such sites. Please be aware that when you leave the Website, these Terms no longer apply and you should review the terms and conditions applicable to the linked third-party site.

11. Reliance on Contents

The Contents are provided for general information purposes only. Palm does not represent or warrant the accuracy, completeness, or usefulness of the Contents. Any reliance you place on the Contents is strictly at your own risk. Palm disclaims all liability arising from any reliance placed on the Contents by you or anyone who may be informed of their content.

The Website may contain Contents provided by third-parties, including licensors, syndicators, aggregators, and reporting services. All statements provided in such Contents, other than those provided by Palm, are solely the statements of the party providing them. Such statements do not necessarily reflect the opinion or

position of Palm. Palm is not responsible for the content or accuracy of any Contents provided by third-parties.

12. Disclaimer of Warranties

Palm does not represent, warrant, or guarantee that any file available for download from the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures to satisfy your particular requirements for virus, data, and privacy protection. You are also responsible for maintaining a means, other than the Website, to reconstruct any lost data. You also acknowledge that, in general, the transmission of information over the internet is never completely secure, private, or confidential. Therefore, you agree that any information that is sent to or received by the Website may be intercepted, decrypted, consulted, and used by third parties, even if the exchange of such information is encrypted.

Palm shall not be liable for any loss or damage caused by a virus, DoS attack, or other technologically harmful material that may infect your computer, device, programs, software, or data due to your use of the Website or any website linked to the Website. Your use of the Website and the Contents is at your own risk. The Website and the Contents are provided "AS IS" and "AS AVAILABLE," without any representations or warranties. Palm hereby disclaims all representations and warranties of any kind, whether express or implied, related to the Website and the Contents, including, without limitation, the implied warranties of merchantability, non-infringement, and fitness for a particular purpose.

Neither Palm nor anyone associated with Palm represents or warrants that: (i) the Website or the Contents will be accurate, complete, useful, reliable, error-free, or uninterrupted; (ii) any defects on the Website will be corrected; or (iii) the server that hosts the Website will be available or free from viruses or other harmful components.

13. Limitation of Liability

Neither Palm nor any of its shareholders, directors, officers, employees, agents, successors, assigns, licensors, insurers, or service providers shall be liable for any damages of any kind, under any legal theory, arising out of or in connection with your use or inability to use the Website, the Contents, or any website linked to the Website. Palm hereby disclaims all direct, indirect, special, incidental, consequential, and punitive damages, including, without limitation, loss of use, loss of goodwill, loss of data, caused by your use or inability to use the Website, the Contents, or any website linked to the Website, even if such damages were foreseeable. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

14. Indemnification

You shall indemnify, defend, and hold Palm, including its shareholders, directors, officers, employees, agents, successors, assigns, licensors, insurers, and services providers, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to your violation of these Terms or use of the Website, including, without limitation, use of the Contents.

15. Governing Law, Jurisdiction, and Venue

These Terms are governed by the laws of Delaware. Any conflict, controversy, or dispute regarding the Website, the Contents, or these Terms must be resolved in accordance with such laws and exclusively in a court of competent jurisdiction located in the State of Delaware, USA. You hereby consent, irrevocably and unconditionally, to the jurisdiction and venue of such courts.

16. Waiver and Severability

If any provision of these Terms is deemed by a court of competent jurisdiction to be invalid or unenforceable, then it will be severed from these Terms and the legality, validity, and enforceability of the remaining

provisions will not be affected thereby. Any delay or failure to enforce any provision of these Terms will not constitute a waiver thereof or of any other provision.

17. Entire Agreement

These Terms constitute the entire agreement between you and Palm regarding the Website and the Contents and supersedes all prior agreements and understandings, whether oral or written, with respect thereto.

These Terms are effective as of March 10, 2021.