

Terms of Service

1. Your relationship with CTL Solutions

1.1 Your use of CTL Solutions' products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by CTL Solutions under a separate written agreement) is governed by and subject to the terms and conditions set forth below. "CTL Solutions" means CTL Solutions LLC, whose principal place of business is at 4455 N Oakland Ave, apt 106, Shorewood, WI- 53211.

1.2 In addition to the terms and conditions set forth herein, the Services shall be subject to any Legal Notices applicable to the Services. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.3 The terms and conditions set forth herein, together with the Additional Terms, form a legally binding agreement between you and CTL Solutions in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.4 If there is any contradiction between what the Additional Terms say and what the terms and conditions set forth herein say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by: (A) clicking to accept or agree to the Terms, where this option is made available to you by CTL Solutions in the user interface for any Service; or (B) by actually using the Services. In this case, you understand and agree that CTL Solutions will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with CTL Solutions, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Terms for your records.

3. Trial License

3.1 Notwithstanding anything to the contrary contained in these Terms, in the event you purchased a trial license for use of the Services, you acknowledge and agree that your use of the Services is solely for evaluation purposes subject to the terms and conditions of these Terms. You further acknowledge and agree that your trial license is limited to thirty (30) days and shall allow you to use the Services for an unlimited number of users and/or vehicles, provided that your use of the Services

does not exceed 1000 transactions per day. Your right to use the Services shall lapse at the end of the thirty (30) day trial period. If you desire to continue using the Services, you must first pay CTL Solutions all applicable license fees.

4. Provision of the Services by CTL Solutions

4.1 CTL Solutions has subsidiaries and affiliated legal entities around the world (“Subsidiaries and Affiliates”). Sometimes, these companies will be providing the Services to you on behalf of CTL Solutions itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 CTL Solutions is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which CTL Solutions provides may change from time to time without prior notice to you.

4.3 As part of CTL Solutions’ continuing innovation, you acknowledge and agree that CTL Solutions may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at CTL Solutions’ sole discretion, without prior notice to you. In addition, CTL Solutions may decide to start charging for the Services at some time in the future. You may stop using the Services at any time. You do not need to specifically inform CTL Solutions when you stop using the Services.

4.4 You acknowledge and agree that if CTL Solutions disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.5 You acknowledge and agree that your use of the Services is limited to the number of users and/or vehicles for which you have provided payment to CTL Solutions. Any use of the Services beyond the scope for which you have provided payment is subject to usage charges at CTL Solutions’ then current rates. You further acknowledge and agree that CTL Solutions limits the use of the Services to 1000 transactions per day. Usage beyond that limit is subject to usage charges at CTL Solutions’ then current rates.

4.6 You acknowledge and agree that by using the Services your company name can be used as a reference by CTL Solutions Systems LLC in marketing literature, on their website, and/or in discussions with prospective customers. At no time will CTL Solutions release personal contact information without your permission and agreement.

4.7 You acknowledge and agree that CTL Solutions does not provide a warranty or guarantee of service availability or performance. However, every reasonable attempt will be made to ensure service availability and performance.

4.8 You acknowledge and agree the Services are provided as is and that if you would like enhancements or custom features you will engage CTL Solutions to implement such enhancements or custom features on a time and materials basis.

5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to CTL Solutions will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by CTL Solutions, unless you have been specifically allowed to do so in a separate agreement with CTL Solutions. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with CTL Solutions, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that CTL Solutions has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which CTL Solutions may suffer) of any such breach.

6. Your passwords and account security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to CTL Solutions for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify CTL Solutions immediately at contactus@compost-connect.com.

7. Content in the Services

7.1 You understand that all information, such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images (collectively, "Content") which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person or entity from which such Content originated.

7.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services, may be

protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to CTL Solutions (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by CTL Solutions or by the owners of that Content in a separate agreement.

7.3 CTL Solutions reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, CTL Solutions may provide tools to filter out explicit sexual content.

7.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

7.5 You agree that you are solely responsible for (and that CTL Solutions has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which CTL Solutions may suffer) by doing so.

8. Proprietary rights

8.1 You acknowledge and agree that CTL Solutions (or CTL Solutions' licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights related thereto (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by CTL Solutions and that you shall not disclose such information without CTL Solutions' prior written consent.

8.2 Unless CTL Solutions has otherwise agreed in writing, nothing in the Terms gives you a right to use any of CTL Solutions's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

8.3 Other than the limited license set forth in Section 10, CTL Solutions acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights related thereto (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with CTL Solutions, you agree that you are responsible for protecting and enforcing those rights and that CTL Solutions has no obligation to do so on your behalf.

8.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

8.5 Unless you have been expressly authorized to do so in writing by CTL Solutions, you agree that in using the Services, you will not use any trademark, service mark, trade name, or logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

9. License from CTL Solutions

9.1 Subject to your payment of all applicable fees, CTL Solutions gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by CTL Solutions as part of the Services as provided to you by CTL Solutions (referred to as the “Software” below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by CTL Solutions, in the manner permitted by the Terms.

9.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by CTL Solutions, in writing.

9.3 Unless CTL Solutions has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

10. Content license from you

10.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying Content you give CTL Solutions a perpetual, irrevocable, worldwide, royalty-free, sublicensable and non-exclusive for the purpose of enabling CTL Solutions to display and process data for you.

10.2 You understand that CTL Solutions, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit CTL Solutions to take these actions.

10.3 You confirm and warrant to CTL Solutions that you have all the rights, power and authority necessary to grant the above license.

11. Software updates

11.1 The Software may automatically download and install updates from time to time from CTL Solutions. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit CTL Solutions to deliver these to you) as part of your use of the Services.

12. EXCLUSION OF WARRANTIES

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND “AS AVAILABLE” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12.2 IN PARTICULAR, CTL SOLUTIONS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

12.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

12.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CTL SOLUTIONS (INCLUDING CTL SOLUTIONS'S EMPLOYEES AND AGENTS) OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

12.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY. IT IS THE INTENTION OF BOTH PARTIES THAT SECTIONS 12 AND 13 BE CONSTRUED BY A COURT AS BEING THE BROADEST EXCLUSIONS AND LIMITATIONS THAT ARE CONSISTENT WITH APPLICABLE LAW.

13. LIMITATION OF LIABILITY

13.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT CTL SOLUTIONS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; OR (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES; (II) ANY CHANGES WHICH CTL SOLUTIONS MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT OR OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (III) YOUR FAILURE TO PROVIDE CTL SOLUTIONS WITH ACCURATE ACCOUNT INFORMATION; OR (IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

13.2 THE LIMITATIONS ON CTL SOLUTIONS'S LIABILITY TO YOU IN PARAGRAPH 13.1 ABOVE

SHALL APPLY WHETHER OR NOT CTL SOLUTIONS HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. Changes to the Terms

14.1 CTL Solutions may make changes to the Terms from time to time without notice.

14.2 You understand and agree that if you use the Services after the date on which the Terms have changed, CTL Solutions will treat your use as acceptance of the updated Terms.

15. General legal terms

15.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

15.2 The Terms constitute the whole legal agreement between you and CTL Solutions and govern your use of the Services (but excluding any services which CTL Solutions may provide to you under a separate written agreement), and completely replace any prior agreements between you and CTL Solutions in relation to the Services.

15.3 You agree that CTL Solutions may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

15.4 You agree that if CTL Solutions does not exercise or enforce any legal right or remedy which is contained in the Terms (or which CTL Solutions has the benefit of under any applicable law), this will not be taken to be a formal waiver of CTL Solutions' rights and that those rights or remedies will still be available to CTL Solutions.

15.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

15.6 You acknowledge and agree that each member of the group of companies of which CTL Solutions is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

15.7 The Terms, and your relationship with CTL Solutions under the Terms, shall be governed by the laws of the State of Wisconsin without regard to its conflicts of law provisions. You agree to submit to the exclusive jurisdiction of the courts located within the state of Wisconsin to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that CTL Solutions shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15.8 You agree to indemnify and hold CTL Solutions, and its Subsidiaries and Affiliates, officers,

agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the Services, your connection to the Services, your violation of these Terms, or your violation of any rights of another.

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