

KeyPort Website Terms of Use

Last Updated Date: November 5, 2025

PLEASE READ THESE TERMS OF USE CAREFULLY

These Terms of Service (these “**Terms**”) form a legally binding agreement between you (“**you**” or “**your**”) and KeyPort Operations Worldwide LLC (“**KeyPort**,” “**us**,” “**our**,” or “**we**”) (each, a “**Party**” and collectively, the “**Parties**”). These Terms govern your use of the website located at keyport-ops.com, getsafeport.com and any subdomain or successor domain, along with any other website or mobile site that references these Terms (collectively, the “**Site**”), along with any services provided on or through the Site (collectively, “**Services**”).

Please read these Terms carefully before accessing or using the Site. Use of the Site and Services is limited to persons 18 years of age or older. Your access to and use of the Site and Services is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Site and Services regardless of whether they complete a form or provide information (as further described herein).

By accessing or using the Site you agree to be bound by these Terms. If you disagree or cannot comply with any of these Terms you may not access or use the Site.

These Terms may be changed, modified, amended, supplemented, or otherwise updated from time to time by us without advance notice to you. By continuing to use the Site you agree to be bound by any such updated Terms. We, in our sole discretion, have the option, but not the obligation, to provide notice of any update to these Terms by means of an alert, banner, or notification displayed on the Site.

1. License.

1.1 License Grant. Subject to your compliance with these Terms, we hereby grant you a limited, non-transferable, non-sublicensable, non-assignable, revocable license to access and make personal use of the Site. Any unauthorized use or use otherwise not in compliance with these Terms will result in immediate termination of the license rights granted herein.

1.2 Restrictions. The Site (including any content available therein) is licensed, not sold, to you. The license granted herein does not include the right to download (other than through page caching), copy, reproduce, extract data from (including through data mining, web crawling, or other techniques), or modify; sell, re-sell, or commercially re-use (including via any time sharing, service bureau, or similar method); or create any derivative works of Site. You agree not to frame or utilize framing techniques to enclose our trademark, logo, or other proprietary information without our express written consent.

1.3 All Other Rights Reserved. All rights not expressly granted by these Terms are reserved by us. There are no implied rights.

2. Prohibited Uses. In connection with your use of the Site, you agree that you will not:

2.1 Upload or transmit any message, information, data, text, software, or images, including, without limitation, any content or material, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another’s right of privacy or publicity.

2.2 Create a false identity for the purpose of misleading others or impersonating any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

2.3 Upload or transmit any content or material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);

2.4 Upload or transmit any files or material containing viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of the Site, another's computer, or property of another.

2.5 Delete any author attributions, legal notices, or proprietary designations or labels that you upload to any communication feature.

2.6 Violate any applicable federal, state, local, or international laws, statutes, ordinances, rules, or regulations by any governmental authority, department, or agency thereof, or any court order issued by a court of competent jurisdiction (collectively, "**Applicable Laws**");

2.7 Upload or transmit any material that infringes or misappropriates the patent rights (including, without limitation, the right to make, use, sell and import), trademark rights (including, without limitation, trade names, trademarks, service marks, logos, and trade dress), mask work rights, copyright rights (including, without limitation, the right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trade secrets, moral rights, right of publicity, right of privacy, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now or hereafter come into existence and all renewals and extensions thereof, regardless of whether those rights arise under the laws of the United States or any other state, country or jurisdiction throughout the world (collectively, the "**Intellectual Property Rights**") of any third party;

2.8 Delete or revise any content or material posted by any other person or entity.

2.9 Manipulate or otherwise display the Site by using framing, mirroring, or similar navigational technology or directly link to any subdomain of the Site;

2.10 Probe, scan, test the vulnerability of or breach the authentication measures of, the Site or any related networks or systems;

2.11 Harvest or otherwise collect information about others, including e-mail addresses;
or

2.12 Use any robot, spider, scraper, or other automated or manual means to access this Site or copy any content or information on the Site.

We reserve the right to take whatever lawful actions we may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of your access and/or refusal to accept any Submission (as further described herein). We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by our Privacy Policy (incorporated into these Terms by this reference, our "**Privacy Policy**"), we reserve the right to disclose any information we deem necessary to satisfy Applicable Laws in our sole discretion.

3. Links to Third-Party Sites. The Site may contain links to certain third-party sites. These sites are not under our control. In addition, third-party sites may contain links to our Site. We are not responsible or liable for, and make no representations or warranties concerning, the content or material of any such third-party sites. The fact that the Site contains a link to any third-party site, or that a third-party site has provided a link to this Site, does not constitute an endorsement, authorization, sponsorship, or affiliation between us and such third-party site's owners, operators, or maintainers. You acknowledge that any services, content, material, or information provided through such third-party sites are accessed at your own risk. We are not

responsible or liable for, and make no representations or warranties with respect to, any particular information, software, products, services, or content found on any linked third-party sites, including, without limitation, the appropriateness of any products, services, or transactions described therein.

4. Ownership of the Site. Unless otherwise expressly stated, the Site and all content or material appearing therein (the “**Content**”) (including the compilation, collection, arrangement, placement, and assembly of all such Content) is our copyrighted work and is protected by U.S. and international copyright laws. Any unauthorized use of any Content may violate copyright laws, trademark laws, laws of privacy and/or publicity, and any other Applicable Laws. We do not represent or warrant that your use of any Content or the Site will not infringe upon the rights of any third-party.

5. Ownership and Treatment of User Submissions. You hereby grant to us an irrevocable, perpetual, fully paid up, royalty-free license to use any information you may be required to provide via a web form, survey, questionnaire, or other data collection tool, available through our Site (a “**Submission**”) for any purpose related to providing our Services or to maintaining the Site, including, without limitation, for the development, diagnosis, and improvement of the Site. Except as set forth in our Privacy Policy or unless otherwise expressly stated in writing, any Submission by you will be considered non-confidential. We have no obligation to preserve, return, or otherwise keep confidential any Submission.

6. Your Representations. You represent, warrant, and covenant (as applicable) that your use of the Site and any Content available therein will be in compliance with all Applicable Laws.

7. Your Indemnification Obligations. To the full extent permitted under applicable laws, you shall defend, indemnify, and hold harmless (including from and against reasonable attorneys’ fees, court costs, and damages awarded by a court of competent jurisdiction) us and our directors, officers, employees, representatives, agents, and assigns for and against any claims, actions, or proceedings (collectively, “**Claims**”) relating to or arising out of your use of the Site, any willful misconduct, or any breach of these Terms, including, without limitation, any misrepresentation with respect to your ownership or ability to license any Submission pursuant to Section 5, above.

8. Limitations and Disclaimers.

8.1 Consequential Damages Waiver and Limitation of Liability. EXCEPT WITH RESPECT TO: (A) YOUR INDEMNIFICATION OBLIGATIONS AS SET OUT IN SECTION 7; OR (B) DAMAGES ARISING FROM A PARTY’S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, ANY COSTS OR EXPENSES IN CONNECTION WITH THE REPLACEMENT OF ANY PRODUCTS, GOODS, MATERIALS, ANIMALS, OR SERVICES BOUGHT OR SOLD THROUGH THE SITE, OR ANY OTHER LOSSES, LOST PROFITS, LOSS OF DATA, OR OPPORTUNITY COSTS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS TO THE CONTRARY, THE MAXIMUM LIABILITY THAT WE SHALL HAVE TO YOU OR ANY THIRD PARTY MAKING A CLAIM RELATED TO OR IN CONNECTION WITH YOUR USE OF THE SITE SHALL BE TEN U.S. DOLLARS (\$10). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF MORE THAN ONE (1) CLAIM WILL NOT ENLARGE THIS LIMIT).

8.2 No Warranty; Performance of the Services. THE SITE IS PROVIDED ON AN “AS IS,” “WHERE IS,” AND “AS AVAILABLE” BASIS. WE MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE AVAILABILITY, FUNCTIONALITY, OR PERFORMANCE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY

USAGE OF TRADE, NONINFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE.

8.3 Exception. CERTAIN APPLICABLE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES OR DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE LIMITATIONS AND DISCLAIMERS SET OUT IN THIS SECTION 8 MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8.4 Reliance on Content. We hereby expressly disclaim responsibility for the accuracy or completeness of the Content or any information posted, submitted, or otherwise made available through the Site. By using the Site you acknowledge and agree that you will be solely responsible for the determination of the accuracy and completeness of any Content. We have no obligation to correct or amend any Content even if we have been advised of the inaccuracy or incompleteness of such Content.

9. Miscellaneous.

9.1 Notice. All notices, requests, demands, and other communications required or permitted to be given under these Terms shall be given via the Site or via any contact information given by you in connection with any Submission.

9.2 Entire Agreement. These Terms and any additional policies or terms referenced herein or hereinafter created, all of which are incorporated herein by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any prior negotiations, understandings, or agreements.

9.3 Modifications. These Terms may be amended, modified, or otherwise changed by us at any time without notice to you.

9.4 Assignment. No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void and of no effect.

9.5 Governing Law. These Terms shall be governed by and construed and enforced in accordance with the laws of the State of Delaware. You hereby and irrevocably agree that any action or proceeding arising out of or relating to these Terms shall be brought and determined in the appropriate state or federal courts in the State of New Jersey (and each such Party shall not bring any action or proceeding arising out of or relating to these Terms in any court other than the foregoing courts), and each Party hereto hereby irrevocably submits with regard to any such action or proceeding to the exclusive jurisdiction of the foregoing courts.

9.6 Non-Waiver; Breach. Any waiver of any term and condition hereof must be in writing and signed by the Party against whom it is sought to be asserted. A Party's neglect or failure in any case or circumstance to require performance of another Party's obligations or to enforce its rights in the event of a breach by the other Party will not affect such Party's right to enforce such rights and obligations in any other case or circumstance. A waiver of any individual term or condition will not be construed as a waiver of any other term or condition nor, unless so provided in such written waiver, of the term or condition thereby waived in the event of a future or continuing breach by the other Party, except in the particular circumstances in or for which such waiver was provided.

9.7 Severability. In the event any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of these Terms, which shall be and remain in full force and effect.

9.8 Equitable Remedies. The Parties acknowledge that a breach of these Terms could cause irreparable harm for which damages would be an inadequate remedy. If any such breach occurs or is threatened, we will be entitled to seek an injunction, a restraining order, or any other equitable remedy without the posting of bond or other security and without providing proof of actual damages.