

Last Updated: August 21, 2025

Website Terms of Service

These Website Terms of Service (the “**Terms**”) govern access to and use of one or more websites (each, a “**Site**” and collectively, “**Sites**”) owned or operated by PropulsionTech, LLC (“**Propulsion**”, “**we**”, “**us**”, or “**our**”). Site visitors are referred to in these Terms as “**Site Visitors**” or as “**you**” and “**your**”, as applicable. These Terms govern only the Sites and are in addition to, and do not nullify or replace, any other agreement between you and us. In the event of a conflict between these Terms, and the terms of any agreement you may have with Propulsion for its services (a “**Service Agreement**”) the terms of the Service Agreement will control to the extent of the conflict.

1. **Acceptance of Terms.** By accessing or using a Site, you accept and agree to follow these Terms. If you are accepting these Terms on behalf of an organization or business, you represent and warrant that you are authorized to accept these Terms on behalf of that organization or business (in which case, all references to “you” and “your” in these Terms, except as used in this sentence, refer to that organization or business). By accessing or using a Site, you further represent that you are at least 18 years old. The Sites are not directed to minors. If you do not agree to these Terms, or if any representation made by you in connection with your use of the Sites is false, you are not authorized to use, and must stop using, the Sites.
2. **Site Access and Use.** Each Site provides news, event information, and general materials about our services. Subject to your compliance with these Terms, Propulsion hereby grants you a non-exclusive, non-transferable, revocable right to copy, display, and distribute marketing materials from a Site solely for your internal business evaluation of Propulsion or its services or for your personal, non-commercial purposes, provided that you comply with the conditions in Section 3 (Conditions to Site Access and Use) below. For purposes of the foregoing, marketing materials do not include the layout or design of the Sites.
3. **Conditions to Site Access and Use.** As a condition to your access to and use of the Sites, you must not: (i) remove, circumvent, disable, damage, or otherwise interfere with any security-related features of the Sites; (ii) use automated or manual means to violate the restrictions in any robot exclusion headers for the Sites, if any, or bypass or circumvent any other measures, if any, employed to prevent or limit access (e.g., by engaging in “screen scraping” or “database scraping”); (iii) commercialize any materials or content from the Sites except as expressly permitted under Section 2 (Site Access and Use) above; or (iv) use the Sites in violation of any applicable law or in a manner that violates any third party’s rights.
4. **Accurate Information.** If you submit your contact details (e.g., to request a sales call or register for a webinar), you represent that such information is accurate and belongs to you, and you acknowledge that we will use such information to contact you pursuant to our Privacy Statement available at <https://www.propulsioneotech.com/legal>.
5. **Intellectual Property.** Each Site is owned or operated by Propulsion and contains materials that are proprietary and protected by copyright, trademark, and other intellectual property laws. Except for the limited license in Section 2 (Site Access and Use), and except as expressly provided by Propulsion, no part of any Site may be reproduced, modified, displayed, performed, or distributed in any way, and nothing on a Site will be construed to confer any license under any of our intellectual property rights, whether by estoppel, implication, or otherwise. Any rights not expressly granted in these Terms are reserved by Propulsion. The trademarks, logos, taglines, and

service marks displayed on a Site (collectively, the “**Trademarks**”) are registered and unregistered Trademarks of Propulsion and others.

6. **DMCA.** We respect copyright law and expect you to do the same. If you believe that any content or material on a Site infringes copyrights you own, please notify us by contacting us via email at legal@propulsiontech.com, by telephone at 720-647-6942, or by mail at 30 Cooper Square, Floor 10, New York, NY 10003.
7. **Third-Party Links or Websites.** A Site may display materials or content provided by third parties or may link to third-party websites. These links, if any, are provided for your convenience only. Please exercise your own judgment in clicking on any links or in viewing any third-party content. We make no representations about such third-party websites, and if you access a third-party website, you do so at your own risk. We are not responsible for the reliability of any data, opinions, advice, or statements made on any third-party website, and the inclusion of such links does not imply that we endorse, recommend, or accept any responsibility for the content of any such third-party websites.
8. **NO WARRANTY; DISCLAIMERS.** YOU ASSUME ALL RISK FOR SELECTING AND USING THE SITES. THE SITES AND ALL SERVICES, MATERIALS, OR CONTENT PROVIDED VIA THE SITES ARE PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE” WITH NO WARRANTIES WHATSOEVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN PARTICULAR, WE SPECIFICALLY DISCLAIM ANY WARRANTY THAT THE SITES WILL BE ERROR-FREE, ACCURATE, SECURE, OR UNINTERRUPTED. IF YOU ACCESS ANY SITE FROM OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE LAWS OF YOUR JURISDICTION. NOTHING IN THIS SECTION 8 (NO WARRANTY; DISCLAIMERS) EXCLUDES LIABILITY THAT CANNOT LEGALLY BE LIMITED, INCLUDING LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE CONSUMER PROTECTION LAW.
9. **Limitations on Our Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SITES OR THESE TERMS EXCEED THE SUM OF US \$1,000. THE LIMITS OF LIABILITY IN THE PRECEDING SENTENCE ARE CUMULATIVE AND NOT PER INCIDENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR LOST PROFITS, LOST BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SITES OR THESE TERMS. NOTHING IN THIS SECTION 9 (LIMITATIONS ON OUR LIABILITY) EXCLUDES LIABILITY THAT CANNOT LEGALLY BE LIMITED, INCLUDING LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE CONSUMER-PROTECTION LAW.
10. **Governing Law.** These Terms and any dispute of any sort that might arise between you and Propulsion will be interpreted in accordance with the laws of the State of Colorado and the United States of America without regard to any conflict-of-laws or other principles that provide for the application of the laws of another jurisdiction. These Terms expressly exclude and disclaim the terms of the U.N. Convention on Contracts for the International Sale of Goods, which will not apply to any transaction conducted through or otherwise involving any Site.
11. **Venue.** Any claim or dispute between you and Propulsion that arises out of or is related to the Sites must be decided exclusively by a court of competent jurisdiction located in the City and

County of Denver, Colorado, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts located in the City and County of Denver, Colorado.

12. **Severability.** If any provision of these Terms is held invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.
13. **Modifications.** Propulsion may amend these Terms at any time by posting a new version on this page or on a successor page, along with a “**Last Updated**” notice.
14. **Entire Agreement.** These Terms, and any applicable documents referenced herein, form the complete and exclusive statement of the mutual understanding between you and Propulsion regarding the Sites, and supersede all prior written and oral agreements and communications relating to the Sites.