

TERMS OF USE

Last updated October 23, 2023

AGREEMENT TO OUR LEGAL TERMS

We are Bioenergy Devco, LLC (“Company,” “Bioenergy” “we,” “us,” “our”), with offices located at 50 State Circle, Annapolis, Maryland 21401.

We own and operate the www.bioenergydevco.com website, as well as any other related services that refer or link to these legal terms (the “Legal Terms”) (collectively, the “Services”).

You can contact us by email at info@bioenergydevco.com or by post at the above address.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Bioenergy Devco, LLC, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY. WE MAKE THE SERVICES AVAILABLE TO YOU CONDITIONED UPON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THESE LEGAL TERMS.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

You and Bioenergy are sometimes referred to herein individually as a “Party” and jointly as the “Parties.”

1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to a registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the “Content”), as well as the trademarks, service marks, and logos contained therein (the “Marks”).

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services “AS IS” for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the “[PROHIBITED ACTIVITES](#)” section below, we grant you a non-exclusive, non-transferable, revocable license to:

- Access the Services; and
- Download or print a copy of any portion of the Content to which you have properly gained access,

Solely for your personal, non-commercial use or internal business purposes.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make use of the Services, Content or Marks, other than as set out in this section or elsewhere in our Legal Terms, please address your request to: info@bioenergydevco.com. If we ever grant you the permission to post, reproduce, or publicly display and part of our Services or Content, you must identify us as the owners or licensors of the Services, Content or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content and Marks.

Any breach of these intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions

Please review this section and the “[PROHIBITED ACTIVITES](#)” section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services (“Submissions”), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services, you:

- Confirm that you have read and agree with our “[PROHIBITED ACTIVITIES](#)” and will not post, send, publish, upload, or transmit through the Services and Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful or misleading.
- To the maximum extent permissible by applicable law, waive any and all rights to any such Submission.
- Warrant that any such Submissions are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- Warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions, and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party’s intellectual property rights, or (c) applicable law.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Services for any illegal unauthorized purpose; and (5) your use of the Services will not violate an applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create to compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.

- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the services.
- Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, distrusts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- May any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

5. USER GENERATED CONTRIBUTIONS

The Services provide users with the opportunity to create, submit, post comments, display, transmit, perform, and/or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. When you create or make available any Contributions, you

thereby represent and warrant that you agree to the “Contribution License” information as stipulated in paragraph 6 below.

6. CONTRIBUTION LICENSE

You and Services agree that we may access, store, process, and use any information and personal data that you provide and your choices in utilizing the Services, (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area of the Services. You are solely responsible for your Contributions to the Services, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

7. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

8. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

9. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or release in connection therewith.

10. GOVERNIGN LAW

The laws of the State of Maryland governs these Legal Terms and any dispute arising from the relationship between the Parties without regard to principles of conflicts of laws.

THE PARTIES AGREE TO SUBMIT TO THE JURISDICTION OF AND VENUE IN THE COURTS OF THE STATE OF MARYLAND, IN ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THESE LEGAL TERMS, AND AGREE NOT TO BRING ANY SUITE, ACTION OR PROCEEDING IN ANY OTHER FORUM OR TIBUNAL EXCEPT WHERE APPROPRIATE TO ENFORCE THE JUDGEMENT OF SUCH A COURT.

EACH PARTY HEREBY IRROVECABBLY CONSENTS TO THE SERVICE OF ANY AN ALL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED MAIL.

EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION SUIT OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISIGN OUT OF OR RELATING TO THESE LEGAL TERMS OR ANY ENGAGEMENT CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT HEREOF.

11. DISPUTE RESOLUTION

The Parties shall first attempt in good faith to resolve any dispute arising our of or in connection with these Legal Terms (including its existence and validity) or its performance hereunder promptly by negotiation. The Party invoking this procedure must do so by providing the other Party with a written notice of the dispute, including the basis therefor in reasonable detail, and proposed means for resolving the same. The second Party must respond within seven (7) days of receiving the first Party's notice. Thereafter, designated agents of each Party shall discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties have not agreed upon a resolution of the dispute within twenty (20) Days after the date of the original notice provided under this Section 11, or such other time period as the Parties may agree in writing to allow for discussions, then either Party may pursue its rights and remedies under these Legal Terms and/or under Law.

12. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

13. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

14. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT WE, AND OUR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY CONTRACTORS AND SERVICE PROVIDERS, OR SUPPLIERS WILL NOT BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUR AGGREGATE LIABILITY OR THE AGGREGATE LIABILITY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY CONTRACTORS AND SERVICE PROVIDERS, AND SUPPLIERS TO YOU EXCEED, IN TOTAL, THE AMOUNTS PAID BY YOU TO

US. YOU ACKNOWLEDGE THAT THESE LIMITATIONS APPLY EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorney's fees and expenses, made by any third party due to arising out of (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you are connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use indemnification upon becoming aware of it.

16. USER DATA

We will maintain certain data that you transmit to the Service for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

18. MISCELLANEOUS

Entire Agreement. These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us.

No Waiver. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision.

Assignment. We may assign any or all of our rights and obligations to others at any time without prior notice and without your permission. You may not transfer, assign, or delegate these Legal Terms without our express written permission will be null and void.

- **Severance.** If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these legal Terms and does not affect the validity and enforceability of any remaining provisions.
- **No Agency, No Third-Party Beneficiaries.** There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms or use of the Services. Neither you nor Bioenergy intends that any third-party will be a beneficiary of or entitled to rely on any part of any of these Legal Terms.
- **Drafting; Form Agreement.** You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.
- **Compliance with Laws.** You are responsible for compliance with all applicable laws, keeping in mind that access to the Services by certain persons or in certain countries may not be legal.

19. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

Bioenergy Devco
50 State Cir
Annapolis, MD 21401
(443)782-3427
info@bioenergydevco.com